

Panaji, 13th October, 2022 (Asvina 21, 1944)

SERIES II No. 28

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 27 dated 6-10-2022 as follows:—

- (1) Extraordinary dated 7-10-2022 from pages 2295 to 2296 regarding Notifications from Department of Finance.
- (2) Extraordinary (No. 2) dated 10-10-2022 from pages 2297 to 2298 regarding Notification and Corrigendum from Goa State Election Commission.

GOVERNMENT OF GOA

Department of Civil Supplies and Consumer Affairs

Notification

No. DCS/ADCS/Rep.Mem./108/Part/2022-23/2143

As per Rule 6 of the Consumer Protection (Salary, Allowances and Conditions of service of President and Members of the State Commission and District Commission) Model Rules, 2020 and as per the Order dated 26-07-2022 of the Hon'ble Supreme Court, in the Suo Moto Writ Petition (Civil) No(s). 2/2021, the State Government hereby appoints Shri Dhananjay A. Jog, to officiate as President, Goa State Consumer Disputes Redressal Commission till the post of President is filled.

This issues with an approval of the Government vide U.O. No. 451 dated 26-08-2022.

By order and in the name of the Governor of Goa.

Gopal A. Parsekar, Director (Civil Supplies and Consumer Affairs) & ex officio Joint Secretary.

Panaji, 3rd October, 2022.

Department of Co-operation
Office of the Registrar of Co-operative Societies

Order

No. 41/1(4)/93/TS/RCS/Suppl./2022-23/2232

(Under Section 69 of the Goa Co-operative Societies Act, 2001)

In exercise of the powers conferred upon the undersigned Registrar of Co-operative Societies under Section 69 of the Goa Co-operative Societies Act, 2001 (Act No. 36 of 2001) and for ensuring the successful conduct of the business of all Co-operative Housing Societies in the State of Goa and to ensure due compliance of the legal provisions, the following directives are hereby issued to all Co-operative Housing Societies in the State of Goa.

- 1) Rule 135 of the Goa Co-operative Societies Rules, 2003 (hereafter referred as said Rules) reads as under:

"Rule 135. Contribution for repairs and maintenance expenses—A member shall pay contribution to the society at the rate per square metre of the built up area/super built area of each unit as may be provided on an equitable basis in the bye-laws of the society".

- 2) In view of above provision of Rule 135 of said Rules, it is mandatory for each Co-operative Housing Society to ensure that the contribution for repairs and maintenance expenses from each Member of the Society shall be calculated at the rate of per square metre of the built up area or super built up area of each unit.
- 3) Further, the Society is at liberty to provide in their bye-laws equitable basis for calculation of the maintenance expenses, but the method provided in the bye-laws cannot be in violation of the mandate of Rule 135 i.e. calculation of amount on the basis of the rate applicable per

square metre of the built up area or super built up area of each unit.

- 4) In view of Rule 135 of said Rules, it is not permissible to calculate maintenance expenses on any other basis other than @ per sq. mtr. of the built up area or super built up area of each unit.
- 5) Therefore, any bye-laws of the Co-operative Housing Society providing for any other method of calculation of contribution for repairs and maintenance expenses are in clear violation of Rule 135 of the said Rules.
- 6) Now, therefore it is hereby directed that all Co-operative Housing Societies in the State of Goa shall ensure that their bye-laws are in confirmative with the provisions of Rule 135. In case there is any contradiction in the bye-laws, the concerned Society shall take immediate steps to amend the bye-laws so as to bring them in conformity with the provisions of Rule 135. Such Societies shall ensure that bye-laws are amended suitably to be in conformity with Rule 135 within 90 days from the date of issue of this directive.
- 7) All Asstt. Registrar of Co-operative Societies, (ARCS) or Co-operative Officer (CO) in Zonal Offices who is the Unit Incharge of such Societies for the purpose of discharging jurisdictional supervisory functions under the Act/Rules are hereby directed to verify the bye-laws of Co-operative Housing Societies under their respective jurisdiction and if there is any contradiction with Rule 135, then the concerned ARCS/CO shall invoke powers under Section 12 of the Act and direct the concerned Society to amend the bye-laws so as to bring them in harmony with Rule 135.

Given under the seal of this Office.

Vishant S. N. Gaunekar, Registrar of Co-operative Societies & ex officio Joint Secretary (Co-op.).

Panaji, 4th October, 2022.

Order

No. 3/6/Urban Credit/TSII/NZ/2018/RCS/2283

- Read: 1. Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.
2. Circular No. 6-13-81/EST/RCS/Part V/5833 dated 06-03-2020.
3. This office Order No. 3/6/Urban Credit/TS-II/NZ/2018/RCS/2013 dated 17-09-2020.

4. This office extension Order No. 3/6/Urban Credit/TS-II/NZ/2018/RCS/1112 dated 07-07-2022.

5. Letter No. ARCS/NZ/PLN/Registrar Nominee/912 dated 05-09-2022.

Whereas, vide Order read at Sr. No. 1 above Adv. Shivaji B. S. Bhangui, Alto-Betim, Bardez, Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And whereas, vide Order at ref. No. 3 above, Adv. Shivaji B. S. Bhangui was authorized as dedicated Nominee of the Registrar of Co-operative Societies for Shree Kalika Urban Co-operative Credit Society Ltd., Mapusa, Bardez, Goa (hereafter referred as 'said Society') to entertain all the disputes referred to him in the matters of recovery of outstanding loan of the said Society, without routing through this Department.

And whereas, said authorization was initially for period of one year w.e.f. 17-09-2020 till 16-09-2021 and same was further extended for another year ending on 17-09-2022, vide Order at reference No. 4 above.

And whereas, vide letter dated 04-07-2022 at ref. No. 5 above, the Assistant Registrar of Co-op. Societies, North Zone, Mapusa has forwarded the request letter of Shree Kalika Urban Co-operative Credit Society Ltd. for extending said authorization for a further period till 17-09-2023.

Therefore, in exercise of the powers conferred under Section 123(B) of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned Registrar of Co-operative Societies hereby extend the authorization of Adv. Shivaji B. S. Bhangui as dedicated Nominee of the Registrar of Co-operative Societies for Shree Kalika Urban Co-operative Credit Society Ltd., Mapusa, Bardez, Goa for a further period of one year with retrospective effect from 17-09-2022 till 16-09-2023.

When a purported dispute is referred by the said Society, the above-named RCS Nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by Society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86 of the Act. Only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly.

The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's nominee vide Order read at Sr. No.1 above.

This extension of authorization is liable to be withdrawn at any time without assigning any reason at the discretion of the undersigned.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 10th October, 2022.

Order

No. 4/16/2020/Credit/TSII/SZ/RCS/2284

- Read: 1) Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017;
- 2) Circular No. 6-13-81/EST/RCS/Part V/5833 dated 06-03-2020.
- 3) Letter No. MPRWCCS/06/2020-2021/3524 dated 15-06-2020.
- 4) Order No. 4/16/2020/Credit/TSII/SZ/2017/RCS/2146 dated 25-09-2020.
- 5) Order No. 4/16/2020/Credit/TS-II/SZ/RCS/605 dated 26-05-2022.
- 6) Letter No. MPRWCCS/09/2022-2023/3639 dated 15-09-2022.

Whereas, vide Order at ref. No. 1 above issued by the Registrar of Co-operative Societies u/s. 86 (1) of the Goa Co-operative Societies Act, 2001 read with Rule 116 (1) of the Goa Co-operative Societies Rules, 2003, Adv. Ramchandra alias Vinod M. Desai having office at H. No. 233, Islampur, Baina, Vasco-da-Gama, Goa was appointed as the Registrar's Nominee for deciding the disputes arising in any of the Co-operative Societies referred to him by the Registrar of Co-operative Societies/Asst. Registrars of Co-operative Societies.

And whereas, vide letter at ref. no. 3 above, the Mormugao Port & Railway Workers Co-operative Credit Society Ltd., Zalboon Apartments, 3rd Floor, T/2, Desterro, Vasco-da-Gama, Goa (hereafter referred as 'said Society') submitted request for appointment of Adv. Ramchandra alias Vinod M. Dessai as dedicated Registrar's Nominee for their Society. The Registrar of Co-op. Societies, in exercise of powers conferred u/s. 123(B) of the Goa Co-operative Societies Act, 2001 read with Circular at ref. No. 2 above, appointed Adv. Ramchandra alias Vinod M. Dessai as the dedicated Registrar's

Nominee thereby authorizing him to entertain and decide all the disputes submitted to him by the said Society, without referring to this office. The initial period of authorization was for 1 year from 25-09-2020 to 24-09-2021.

And whereas, vide Order referred at Sr. No. 5 above said authorization period was extended for a further period of one year with retrospective effect from 25-09-2021 to 24-09-2022.

And whereas, the Mormugao Port & Railway Workers Co-operative Credit Society Ltd., Zalboon Apartments, 3rd Floor, T/2, Desterro, Vasco-da-Gama, Goa vide letter at ref. No. 6 above has submitted request for extension of said authorization for a further period of one year with retrospective effect from 25-09-2022 to 24-09-2023.

Now therefore, in exercise of powers conferred under Section 123B of the Goa Co-operative Societies Act, 2001, I, the Registrar of Co-operative Societies hereby extend the authorization of Adv. Ramchandra alias Vinod M. Dessai as dedicated Registrar's Nominee for the Mormugao Port & Railway Workers Co-operative Credit Society Ltd., Zalboon Apartments, 3rd Floor, T/2, Desterro, Vasco-da-Gama, Goa for a further period of 1 year with retrospective effect from 25-09-2022 to 24-09-2023.

All other terms and conditions mentioned in the Orders referred to at Sr. Nos. 1 and 4 above shall continue to remain in force. The Registrar reserves the right to withdraw this Order at any stage without assigning any reason thereof.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 10th October, 2022

Order

No. 50/3/321/Elec/BOD/KHCH/RCS/CZ/19/2300

- Read: Letter No. 13/2013/ARCS/CZ/HSG/146 dated 28-04-2022, received from Assistant Registrar of Co-operative Societies, Central Zone.

Whereas, the Kamat Harmony Co-operative Housing Society Ltd., Tambdi Mati, Taleigao, Ilhas, Goa was registered on 28-02-2013 under registration No. ARCS/CZ/HSG/709/7(b)/GOA and is having a total membership of 64.

And whereas, the Elections to the Board of Directors of said Society were held by ARCS/AEO, Central Zone, Panaji, Goa for the term of 5 years from 2020 to 2025 for a total 7 posts and the election

result was declared on 12-10-2020 in Form "Election-17" i.e. result of contested election returning candidates to the 7 posts i.e. 4 from General Category and 2 from Women Category. However, 1 post from SC/ST Category remained vacant.

And whereas, the Assistant Registrar of Co-operative Societies, Central Zone, Panaji vide letter referred above had requested to grant exemption from applicability of Section 59(4) of the Goa Co-operative Societies Act, 2001 to said Society for filling up of said vacant post.

In view of above and in exercise of the powers vested under Section 126A of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001), the Government is pleased to exempt said Society from the applicability of provisions of sub-section (4) of Section 59 for the term 2020-2025.

By order and in the name of the Governor of Goa.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).
Panaji, October, 2022.

Order

No. 3-5-10/ADT/STL/PLG/RCS/VOL-IX/Part-I/2348

Read: Order No. 3-5-10/ADT/STL/PLG/RCS/VOL-IX-Part-1/96/1280 dated 20-07-2022 published in Official Gazette, Government of Goa, Series II No. 17 dated 28-07-2022.

In pursuance of above referred order constituting District Level Implementation and Monitoring Committee (DLIMC) for North Goa District, the following representatives of the Primary Agricultural Credit Co-operative Societies (PACS) are hereby nominated as members of the DLIMC under the category of representatives of any two PACS to be nominated by Registrar of Co-operative Societies.

Sr. No.	Name and address of the representative nominated	Name of the Society
1.	Shamsundar Manohar Kauthankar (Director), 9822141766 H. No. 127/1/A, Karkyacho Wal, Revora, Bardez-Goa	Dhuler V.K.S.S. Society Ltd., Dhuler, Mapusa-Goa.
2.	Arjun Ramchandra Malgaonkar (Director), 9823621165 H. No. 2/303, Kumbhar Wada, Bordem, Bicholim-Goa	Kalyan Consumer Co-op. Society Ltd., Bicholim-Goa.

Given under the seal of this Office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies).

Panaji, 11th October, 2022.

Department of Education, Art & Culture

Directorate of Art & Culture

Order

No. DAC/ADC/RBC.Committee/2022-23/Part File/3151

In exercise of the powers conferred under Clause 5 of the Constitution of Ravindra Bhavan, Curchorem-Goa, the Government is pleased to appoint Shri Nilesh Cabral, Curchorem-Goa as Chairman of Ravindra Bhavan, Curchorem-Goa with immediate effect.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director (Art & Culture) & ex officio Joint Secretary.

Panaji, 6th October, 2022.

Order

No. DAC/ADC/RBC.Committee/2022-23/Part File/
/3152

In exercise of the powers conferred under Clause 5 of the Constitution of Ravindra Bhavan, Curchorem-Goa, the Government is pleased to appoint Shri Keshav (Rajoo) M. Naik, Curchorem-Goa as Vice-Chairman of Ravindra Bhavan, Curchorem-Goa with immediate effect.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director (Art & Culture) & ex officio Joint Secretary.

Panaji, 6th October, 2022.

Order

No. DAC/ADC/RBC.Committee/2022-23/Part File/3153

In exercise of powers conferred under Clause 7(vii) of the constitution of Ravindra Bhavan, Curchorem-Goa, the Government is pleased to nominate following members on General Council of Ravindra Bhavan, Curchorem-Goa with immediate effect.

1. Shri Felix Fernandes, Curchorem-Goa.
2. Shri Rudresh G. Prabhu Tendulkar, H. No. 1092, Shiv Ashirwad, opp. Power Station, Pontemol, Curchorem-Goa.
3. Shri Vishwas Sawant Desai, Curchorem-Goa.
4. Ms. Jasmina Braganza, H. No. 407/2, Cariamoddi, Curchorem-Goa.
5. Shri Jeetendra alias Navin J. Khandekar, H.No. 712, Saraswati Niwas, Pontemol, Curchorem-Goa.
6. Shri Mukund Z. Naik, Curchorem-Goa.
7. Smt. Rajani Bhembre, Curchorem-Goa.
8. Shri Vasant B. Sawant, Curchorem-Goa.
9. Shri Jaikumar Damodar Khandekar, H. No. 841/3, Khandiwada, Curchorem-Goa.
10. Shri Riyaz Sheikh, "Zahida Manzil", Carrimodi, Curchorem-Goa.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director (Art & Culture) & ex officio Jt. Secretary.

Panaji, 6th October, 2022.

Directorate of Higher Education

Order

No. DHE/Admn/149/ChargeADD-WA/2022/19413

Dr. Keshav Dhuri, College Librarian (Group A Gazetted) at Sant Sohirobanath Ambiye Government College of Arts and Commerce, Pernem shall hold the charge as Assistant Director (Development) of Higher Education, on working arrangement basis as a temporary measure with immediate effect until further orders.

Dr. Keshav Dhuri shall draw his salary in the same Budget Head under Sant Sohirobanath Ambiye Government College of Arts and Commerce, Pernem.

This issues with the approval of Government.

By order and in the name of the Governor of Goa.

Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 4th October, 2022.

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Department of Finance
Debt Management Division

Notification

No. 2/6/2013-Fin(DMU)/1098

Read: Notification No. 2/6/2013-Fin(DMU)/686 dated 01-09-2017.

In supersession of earlier notification read above, Government is pleased to constitute the Task Force Committee comprising of following members, by merging earlier Task Force Committee and Appraisal Committee in order to fast track the sanctioning process under Chief Minister Rozgar Yojana Scheme (CMRY):-

- | | | |
|--|---|------------------|
| 1. Vice Chairman of EDC or any other Director of EDC, approved by the Government | — | Chairman of TFC. |
| 2. Additional Secretary (Finance), Government of Goa or his/her representative | — | Member. |
| 3. Director of Industries, Trade and Commerce or his/her representative | — | Member. |
| 4. Director, EDC Board | — | Member. |
| 5. General Manager (MFD), EDC Ltd. | — | Member. |

6. A professional in the field — Member.
(ex-Banker/technical person)
7. Government Nominee — Member.
8. Mr. Yashwant Kamat, Porvorim, — Member.
Goa

This Notification shall come into force immediately.

By order and in the name of the Governor of Goa.

Pranab G. Bhat, Under Secretary, Finance (Bud-II).
Porvorim, 07th October, 2022.



Department of General Administration

Notification

No. 2/1/2017-GAD-III/3466

In pursuance of sub-section (1) of Section 40A of the Goa Panchayat Raj Act, 1994 (Goa Act No. 14 of 1994), the Government of Goa hereby declares Sunday, the 16th October, 2022 (Asvina 24, Saka 1944) as a "Paid Holiday", being the "Polling Day" for the Bye-election to 12-Reis Magos Zilla Panchayat Constituency of North Goa Zilla

Panchayat and 13-Davorlim and 25-Cortalim Zilla Panchayat Constituency of South Goa Zilla Panchayat.

The aforesaid paid holiday shall be in addition to the holidays indicated in the Government Notification No. 37/4/2021-GAD-III/2548 dated 08-11-2021, published in the Official Gazette, Series II No. 33 dated 11-11-2021, to the workers of the following establishments, provided they are the voters for the aforesaid bye-elections:-

- (i) industrial workers of the State of Goa;
- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;
- (iii) commercial and industrial workers of private establishments in the State of Goa;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (GA-I).
Porvorim, 10th October, 2022.



Department of Home Home—General Division

Order

No. 24/06/2017-HD(G)/8070

Government of Goa is pleased to order transfer and posting of the following Assistant Public Prosecutors and Public Prosecutors with immediate effect, in public interest:-

I) Assistant Public Prosecutors:-

Sr. No.	Name of Assistant Public Prosecutors	Place of present posting	Place of transfer
1	2	3	4
1.	Mrs. Sidhi Sawant	O/o APP, Panaji	O/o APP, Ponda.
2.	Shri Shivram Patil	O/o APP, Bicholim	O/o APP, Mapusa.
3.	Mrs. Prashila Narulkar	O/o APP, Panaji	O/o APP, Valpoi.
4.	Ms. Sukruti Chodankar	O/o APP, Mapusa	O/o APP, Bicholim.
5.	Shri Ian Fernandes	O/o APP, Ponda	O/o APP, Panaji.
6.	Shri Rajaram Dessai	O/o APP, Margao	O/o APP, Bicholim.
7.	Ms. Cyndiana Silva	O/o APP, Margao	O/o APP, Mapusa.
8.	Shri Siddharth Prabhudessai	O/o APP, Quepem	O/o APP, Margao.
9.	Mrs. Savita Gawde	O/o APP, Vasco	O/o APP, Margao.
10.	Mrs. Shilpa Nagvenkar	O/o APP, Ponda	O/o APP, Vasco.

1	2	3	4
11.	Shri Jyotin Thakkar	O/o APP, Vasco	O/o APP, Ponda.
12.	Mrs. Latoya Carvalho	O/o APP, Quepem	O/o APP, Margao.
13.	Shri Anirudha Chimulkar	O/o APP, Canacona	O/o APP, Panaji.
14.	Shri Coleman Rodrigues	O/o APP, Margao	O/o APP, Quepem.
15.	Ms. Sandhya Naik	O/o APP, Vasco	O/o APP, Quepem.
16.	Shri Sitaram Redkar	O/o APP, Mapusa	O/o APP, Pernem.
17.	Mrs. Swati Parab Gaonkar	O/o APP, Valpoi	O/o APP, Vasco.
18.	Shri Atchut Goltekar	O/o APP, Bicholim	O/o APP, Panaji.
19.	Shri Narayan Kalangutkar	O/o APP, Juvenile Justice Board, Mercês	O/o APP, Mapusa.
20.	Shri Sukesh Talawanekar	O/o APP, Mapusa	O/o APP, Juvenile Justice Board, Mercês.
21.	Mrs. Tina Gurav	O/o APP, Quepem	O/o APP, Margao.
22.	Shri Sanford Fernandes	O/o APP, Margao	O/o APP, Canacona.

II) Public Prosecutors:-

Sr. No.	Name of Public Prosecutors	Place of present posting	Place of transfer
1	2	3	4
1.	Shri Roy D'Souza	O/o PP, Mapusa	O/o PP, Panaji.
2.	Shri Satyavan Raut Dessai	O/o PP, Panaji	O/o PP, Mapusa.
3.	Mrs. Anuradha Talaulikar	O/o PP, Panaji	O/o PP Childrens Court, Panaji.
4.	Mrs. Clarita Simoes	O/o PP, Panaji	O/o PP, Margao.
5.	Mrs. Poonam Bharne	O/o PP, Panaji	O/o PP, Mapusa.
6.	Shri V. G. Costa	O/o PP, Margao	O/o PP, Panaji.
7.	Ms. Nita Marathe	O/o PP, Mapusa	O/o PP, Panaji.
8.	Ms. Sushma Mandrekar	O/o PP, Panaji	O/o PP, Mapusa.
9.	Mrs. Milena Gomes e Pinto	O/o PP, Childrens Court, Panaji	O/o PP, Panaji.
10.	Mrs. Archana Bhobe	O/o PP, Panaji	O/o PP, Mapusa.
11.	Mrs. Jennifer Santamaria	O/o PP, Mapusa	O/o PP, Panaji.

All the above officers shall complete their handing over and taking over process within 05 working days and submit the compliance.

By order and in the name of the Governor of Goa.

Vivek K. Naik, Under Secretary (Home-I).

Porvorim, 4th October, 2022.

Notification

No. 19/19/2011-HD(G)/8115

In exercise of the powers conferred by Clause (a) of Section 9 of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 (Central Act 46 of 1988) read with sub-clause (a) of Clause (4) of Article 22 of the Constitution of India and in supersession of the Government Notification

No. 19/19/2011-HD(G) dated 12-11-2012, published in the Official Gazette, Series II No. 33 dated 15-11-2012, the Government of Goa hereby re-constitutes an Advisory Board consisting of the following persons, namely:-

- (1) Hon'ble Mr. Justice Utkarsh V. Bakre (Former Judge of the Bombay High Court) — Chairman.
- (2) Shri Desmond D'Costa, Former District and Sessions Judge, South-Goa — Member.
- (3) Shri Pramod V. Kamat, Former District and Additional Sessions Judge, North-Goa — Member.

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Vivek K. Naik, Under Secretary (Home-I).
Porvorim, 11th October, 2022.

Department of Industries

Notification

No. 10/4/2012-IND/235

In exercise of the powers conferred by Section 4 of the Goa Khadi and Village Industries Board Act, 1965 (Act 9 of 1965), read with Rule 3 of the Goa Khadi and Village Industries Board Rules, 1967, and in supersession of the Government Notification No. 10/4/2012-IND/74 dated 25th April, 2022, published in the Official Gazette, Series II No. 5 dated 05-05-2022 issued in this regard, the Government of Goa hereby re-constitutes the Goa Khadi and Village Industries Board consisting of following members namely:-

1. Shri Antonio Vas, MLA of Cortalim Assembly Constituency — Chairman.
2. Shri Sarvanand Bhagat, r/o Canacona-Goa — Vice-Chairman.
3. Shri Vishwanath Khalap, r/o Tivim, Bardez-Goa — Member.
4. Shri Vilas Desai, r/o Sanvordem-Goa — Member.
5. Shri Roquezinho D'Souza, r/o Velsao-Pale, Cansaulim-Goa — Member.
6. Shri Shashikant Parab, r/o Sada, Mormugao-Goa — Member.

7. Director of Industries, Trade and Commerce, Panaji-Goa — Member.
8. State Director, Khadi and Village Industries Commission (State Office, Goa) — Member.
9. Chief Executive Officer, Goa Khadi and Village Industries Board, Panaji-Goa — Member.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Industries).
Porvorim, 4th October, 2022.

Department of Labour

Order

No. 28/26/2022-LAB/541

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Supama Infra Services Limited, Durbhat, Ponda-Goa and it's workman, Shri Krishna G. Shet, Pump Operator in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. Supama Infra Services Limited, Durbhat, Ponda-Goa in terminating services of Shri Krishna G. Shet, Pump Operator, with effect from 13-01-2022, is legal and justified?
- (2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 30th September, 2022.

Order

No. 28/19/2022-LAB/518

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marine Flow Services, contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and their workmen, represented by the Goa Trade & Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Marine Flow Services Limited, contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa in refusing to concede the following charter of demands raised by the Goa Trade and Commercial Workers' Union, is legal and justified?

CHARTER OF DEMANDS**Part-I****ABOLITION OF CONTRACT-LABOUR-SYSTEM & ABSORPTION OF ALL WORKMEN ON PERMANENT-ROLLS OF ZIL.**

It is demanded that all the workmen who are presently continued and employed on the rolls of Marine Flow Services be absorbed in permanent service of Zuari Industries Limited, with all the accruing benefits, allowances, salaries and conditions-of-service as well as facilities which are availed from time to time by the employees engaged as permanent employees of Zuari Industries Limited, Zuarinagar, Goa.

Part- II**SALARIES, ALLOWANCES & SERVICE-CONDITION****1. (i) FLAT RISE IN THE BASIC SALARY:**

That each worker be paid a sum of Rs. 1500/- per month as a flat rise in basic salary as on 30-06-2019. The total basic salary as on 30-06-2019 PLUS a flat rise of Rs. 1500/- per month be placed in the pay-scales given below and filed in appropriate state with effect from 01-07-2019.

(ii) PAY-SCALES:

Union demanded that the following pay-scales be made applicable to the workmen with effect from 01-07-2019.

Grade	Designation	Pay-Scale
I.	Labour-I	1200-106-1700-115-2275-130-2925-145-3650.
II.	Mazdoor-II	1700-120-2300-140-3000-160-3800-180-4700.
III.	Mason	2000-140-2700-165-3525-190-4475-215-5550.
IV.	Supervisor	2300-165-3125-195-4100-225-5525-225-6500.

(iii) The Annual Increment be in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades will receive increment last drawn by them in the applicable scale.

2. SENIORITY INCREMENTS:

Effective from 01-07-2019 each of the workman be made eligible to the following increments on the basis of their seniority in service.

- Those workers with (5) years — (1) increment; of service
- Those workers with (10) years — (2) increments; of service
- Those workers with (15) years — (3) increments; of service
- Those workers with (20) years — (4) increments; of service
- Those workers with (25) years — (5) increments; of service
- Those workers above (25) years — (6) increments; of service

3. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-07-2019 each of the workman be paid Fixed Dearness Allowance (FDA) at the rate of Rs. 2,500/- per month.

4. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-07-2019 each of the workman be paid Variable Dearness Allowance (VDA) at the rate of Rs. 3/25 per point increase or decrease over 1,600 of AAICPI (1960=100). All other conditions of payment of VDA shall remain the same.

5. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-07-2019 House Rent Allowance (HRA) be paid @ 35% of the revised basic salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance.

Employees residing in company quarters be paid a House Maintenance Allowance @ 10% of the gross salary every month.

6. TRANSPORT ALLOWANCE:

Effective from 01-7-2019 the Transport Allowance be revised from Rs. 20/- to Rs. 30/- for each full regular shift worked. This Allowance will also be paid for each full regular shift worked. This Allowance will also be paid for additional shifts worked on Overtime and on Holidays.

7. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-07-2019 each workman be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per annum.

8. THRIFT FUND:

Effective from 01-07-2019 the Employer's contribution to Thrift Fund will be revised from Rs. 500/- per month. The Union and the Management shall after due study, adopt a Saving-cum-Insurance-Scheme for purpose of investing this amount and for better accruals to the workers.

9. WASHING ALLOWANCE:

Effective from 01-07-2019 the Washing Allowance will be revised @ Rs. 600/- per month.

10. SHIFT ALLOWANCE:

Effective from 01-07-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs. 10/- per full shift in lieu of Rs. 6/-.
2nd Shift	14.00 hours to 22.00 hours	Rs. 15/- per full shift in lieu of Rs. 7/-.
3rd Shift	22.00 hours to 06.00 hours	Rs. 20/- per full shift in lieu of Rs. 8/-.

11. EDUCATION ALLOWANCE:

Effective from 01-07-2019 each workman be paid an Education Allowance of Rs. 600/- per month.

12. MEDICAL REIMBURSEMENT:

- (a) Effective from 01-07-2019 the Medical Reimbursement will be revised to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving Medicals Reimbursement.

Those workmen who have come out of ESI in view of the present Settlement be entitled for reimbursement of Medicals Bills, Prescription fees, etc., on actual basis as above from 01-07-2019.

- (b) SICKLEAVE:

Those workers who meet with accidents while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

13. EFFICIENCY PAYMENT SCHEME:

The Union demand that the present-day/existing efficiency payment scheme/incentive scheme ought to be revised upwards by 70%. A number of issues needs to be discussed.

14. FACTORY ALLOWANCE:

The Union demand that with effect from 01-07-2019 each workman be paid a Factory Allowance at the rate of 5% of the basic salary.

15. GRATUITY:

The Union demand that with effect from 01-07-2019 each workman be made entitled to the payment of Gratuity upon Superannuation/ Termination/Resignation on the following basis:

- A minimum gratuity on the gross salary at the rate of 30-days per completed year of service on the gross salary; and
- Those workmen who succumb to injuries or die "while on duty" within the precincts of the company/factory OR "in the course of employment" shall be paid Gratuity on the gross salary at the rate of 50-days for every completed year of service.

16. FESTIVAL ADVANCE:

Union demand that each workman be made entitled to a Festival Advance of Rs. 5,000/- per year on four (4) mutually agreed festival.

17. LOAN FACILITY:

Union demand that the following Loans be sanctioned to each worker during the period of operation of the Settlement.

- (a) HOUSING LOAN:

Rs. 2,00,000/- at an interest-rate of 4% to be deducted in 100 equal installments; and

- (b) VEHICLE LOAN:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

18. AMBULANCE:

Union demand that an Ambulance be kept in ready attendance inside the factory in all shifts, to take care of contingencies.

19. QUARTERS TO ALL THE WORKMEN:

Union demand that all the workmen be provided with Housing Facilities at Zuarinagar, within the ZIL Complex.

20. INSURANCE SCHEME:

Union demand that each workman be insured to an extent of (5) five lakhs of rupees.

21. ANNUAL PICNIC:

Union demand that all the workmen be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 250/- per day, per person.

22. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

Union demand that the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

23. RAINCOAT:

That with effect from 01-07-2019 each workman be paid a sum of Rs. 1000/- per annum towards raincoats. The workers prefer that the management ought to procure and issue to them raincoats every year.

(2) If answer to issue No.(1) above is in negative, then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 26th September, 2022.

Order

No. 28/23/2022-LAB/537

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. S. Nicholas (Insulation and Scaffolding Section), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and it's workmen, represented by the Goa Trade and Commercial Workers Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. S. Nicholas (Insulation and Scaffolding Section), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale-Goa in refusing to concede the

following charter of demands raised by the Goa Trade and Commercial Workers' Union, is legal and justified?

CHARTER OF DEMANDS**SALARIES, ALLOWANCES & SERVICE-CONDITIONS****1. PAY-SCALES:**

(i) That the following pay-scales ought to be made applicable to the workmen with effect from 01-07-2019.

Grade	Designation	Pay-Scales
I	Mazdoor-I	4375-175-5250-210-6300- -252-7560-305-9085-363- 10900-435-13075-525-15700.
II	Mazdoor-II	5000-200-6000-240-7200- -288-8640-345-10365-415- 12440-500-14940-600-17940.

(ii) The Annual Increment will be paid in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades/pay scales will be paid the increment last drawn by them in the applicable scale pay.

2. FLAT-RISE:

(a) Effective from 01-07-2019 every worker will be paid a flat increase @ Rs. 3000/- per month in the basic salary. This amount of flat rise of Rs. 3000/- per month should be added to the basic salary of each of the employee on the pay-rolls of the establishment as on 30-06-2019 and fitted at in the respective pay-scale applicable to each employee.

(b) FITMENT:

The quantum arrived in 2 (a) should be fitted in the appropriate revised salary scale. The residual amount if any, due to this fitment will be considered as Personal Pay.

(c) The Personal Pay shall be considered as Basic salary for calculating all the benefits and allowances calculated on the basic salary like House Rent Allowance, Overtime, Bonus, Provident Fund, ESI, Gratuity, etc.

3. SENIORITY INCREMENTS:

Effective from 01-07-2019 each of the employees after fitment in 2 (b) shall be eligible to the following increments on the basis of their seniority in service.

(a) Those workers with 5 years of service shall be paid one extra increment in the respective pay-scale;

(b) Those workers with 10 years of service shall be paid two extra increments in the respective pay-scale;

(c) Those workers with 15 years of service shall be paid three extra increments in the respective pay-scale;

(d) Those workers with 20 years of service shall be paid four extra increments in the respective pay-scale;

(e) Those workers with 25 years of service shall be paid five extra increments in the respective pay-scale;

(f) Those workers with 26 years of service and above shall be paid six extra increments;

(g) Those workers with 30 years of service and above shall be paid seven extra increments.

4. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-07-2019 each worker should be paid an additional Rs.1500/- per month in the Fixed Dearness Allowance (FDA).

5. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-07-2019 Variable Dearness Allowance (VDA) will be paid to each employee at the rate of Rs. 3/50 per point increase or decrease over 6034 points of All India Consumable Price Index (AAICPI) (1960=100). All other conditions of payments of VDA shall remain the same.

6. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-07-2019 House Rent Allowance (HRA) will be paid @ 35% of the Basic Salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance instead of 28% currently paid to the employees. Those employees residing in company quarters shall be paid a House Maintenance Allowance @ 15% of the gross salary every month.

7. TRANSPORT ALLOWANCE:

Effective from 01-07-2019 the Transport Allowance shall be revised from Rs. 30/- to Rs. 50/- for each full regular shift worked. This allowance will also be paid for additional shifts worked on Overtime and Holidays.

8. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-07-2019 each workman shall be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per year instead of Rs. 7,400/- per annum.

9. THRIFT FUND:

Effective from 01-07-2019 the Employer's contribution to Thrift Fund will be revised from Rs. 200/- to Rs. 500/- per month. The workman will

contribute Rs. 500/- per month. The union and the management shall after due study, adopt a saving-cum-Insurance-scheme for the purpose of investing this amount and for better accruals to the workers.

10. WASHING ALLOWANCE:

Effective from 01-07-2019 the Washing Allowance will be revised to Rs. 400/- per month.

11. SHIFT ALLOWANCE:

Effective from 01-07-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs.15/- per full shift.
2nd Shift	14.00 hours to 22.00 hours	Rs. 20/- per full shift.
3rd Shift	22.00 hours to 06.00 hours	Rs. 30/- per full shift.

12. CHILDREN'S EDUCATION ALLOWANCE:

Effective from 01-07-2019 every worker will be paid Children's Education Allowance of Rs. 400/- per month.

13. MEDICAL REIMBURSEMENT:

(a) Effective from 01-07-2019 the Medical Reimbursement will be revised from Rs. 7,400/- to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving Medical Reimbursement.

(b) Those workmen who have come out of ESI in view of the present Settlement shall be entitled for reimbursement of Medicals Bills, Prescription fees, etc., on actual basis as above from 01-07-2019.

(c) SICK LEAVE:

Those workers who meet with accident while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

14. EFFICIENCY PAYMENT SCHEME:

(a) That the present-day/existing Efficiency Payment Scheme (EPS)/incentive scheme ought to be revised upwards by 60% with effect from 01-07-2019. A number of issues connected with mode of computation of EPS and other formulae used to determine incentive payable to workers needs to be discussed.

(b) Efficiency incentive ought to be paid an overtime (O.T.) on holiday's and weekly-off days with effect from 01-07-2019.

15. FACTORY ALLOWANCE:

That with effect from 01-07-2019 each worker shall be paid a Factory Allowance at the rate of 5% of the Basic Salary.

16. GRATUITY:

That with effect from 01-07-2019 each worker shall be entitled to the payment of Gratuity upon Superannuation/Termination/Resignation on the following basis.

(a) A minimum Gratuity on the gross salary at the rate of 30-days' wages per completed years of service; and

(b) Those workmen who succumb to injuries or die "while on duty" within the precincts of the company/factory OR "in the course of employment" shall be paid gratuity at the rate of 40 days wages for every completed year of service.

17. FESTIVAL ADVANCE:

That each worker shall be entitled to a Festival Advance of Rs. 5,000/- per year on five (5) mutually agreed festivals. The advance paid should be deducted in 5 (five) equal monthly installments

18. LOAN FACILITY:

That the following Loans be sanctioned to each worker during the period of operation of the settlement:

(a) HOUSING LOAN:

Rs.1,50,000/- at an interest-rate of 4% to be deducted in 100 equal installments; and

(b) VEHICLE LOAN:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

19. QUARTERS TO ALL THE WORKMEN:

That all the workmen be provided with Housing Facilities at Zuarinagar, within the Zuari Agro Chemical Limited (ZACL) complex.

20. FOURTY (40-HOURS WEEK):

That all the workmen ought to be entitled to the facility of 40 hours' week work with effect from 01-07-2019.

21. BONUS-CUM-EX-GRATIA:

That with effect from 01-07-2019 the workers should be paid Bonus-cum-Ex-gratia @ 20% on the Basic Personal Pay, Fixed Dearness Allowance, Special Pay and Variable Dearness Allowance without any ceiling. Bonus should be paid every year 15 days before the festival of Ganesh Chaturthi.

22. SAFETY-INCENTIVE:

That each worker shall be entitled to the Safety Allowance/Incentive each month on the same basis as is disbursed to the Zuari Agro Chemical Limited (ZACL) employees.

23. INSURANCE SCHEME:

That each worker ought to be insured to an extent of five lakhs of rupees.

24. ANNUAL PICNIC:

That the workers and staff should be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 300/- per day, per person.

25. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

That the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

26. LEAVE FACILITIES:**(a) Privilege Leave:**

The existing practice 35 days Privilege Leave (PL) per year to be credited on 1st April of the following year in which it is earned and the workers be allowed to accumulate the Privilege Leave from existing 90 days to 100 days.

(b) Casual leave:

The existing 10 days of Casual Leave (CL) per year be given to each worker to be credited to the account of the individual workman on 1st April, every year. If any Casual Leave as on 31st March of every year if remained unutilized, the same be encashed and paid along with the wages for the following month of April.

(c) Sick Leave:

The existing 10 days of Sick Leave (SL) per year to be credited at the beginning of April, every year with accumulation of upto 60 days .

(d) Paid Holidays:

Besides the existing 12 days of paid Holidays, (National and Festival), 3 days Restricted Holidays be given every year.

27. PAID COMPENSATORY-OFF:

Paid Compensatory-off should be given to the worker should a worker work beyond 16 hours.

(a) Man-Power to be increased:

The man-power ought to be increased.

(b) Full Incentives should be paid to the Committee Members when they attend meetings with the Management/Union.

28. INTERIM RELIEF:

That pending discussions and settlement of this Charter of Demands, each worker be paid a sum of Rs. 6000/- per month effective from 01-07-2019 which could be set off/adjusted against the final agreement

reached between the parties on this Charter of Demands.

(2) If answer to issue No. (1) above is in negative, then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 4th October, 2022.

Notification

No. 28/02/2022-LAB/Part-VI/439

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-07-2022 in Ref. No. IT/20/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th August, 2022.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before *Ms. Bela N. Naik*, Honble Presiding Officer)

Ref. No. IT/20/2021

Workmen,
Rep. by the General Secretary,
Goa Trade and Commercial Worker's Union,
2nd Floor, Velho's building,
Panaji-Goa ... Workmen/Party I.
V/s

M/s. Micro Labs Limited,
Plot No. S-155 to 159, Phase III-B &
Plot No. N-1, Phase IV,
Verna Industrial Estate,
Verna, Salcete-Goa ... Employer/Party II.

Workpmen/Party-I represented by Learned Advocate
Shri Suhaas Naik.

Employer/Party-II represented by Learned Advocate
Shri G. K. Sardessai.

AWARD

(Delivered on this the 29th day of the month
of July of the year 2022)

By Order dated 24-11-2021, bearing No. 28/47/
/2021-LAB/584, the Government of Goa in exercise
of powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short 'The Act'),

has referred the following dispute to this Tribunal
for adjudication.

"(1) *Whether the action of the Management of M/s. Micro Labs Limited, Plot No S-155 to S-159, Phase III-B and Plot No. NI, Phase IV, Verna Industrial Estate, Salcete, Goa, in not conceding to the following demands raised vide letter dated 27-05-2021 by the Goa Trade and Commercial Workers' Union, is legal and justified?*

CHARTER OF DEMANDS

DEMAND No. 1:

(a) FLAT-RISE IN THE BASIC PAY:

The Union demanded that each worker/ workperson be paid a sum of Rs. 7,500/- per month as a flat rise in the basic salary existing as on 28-02-2021. The total basic salary as on 28-02-2021 PLUS a flat rise of Rs. 7,500/- per month be placed in the pay scales given below and fitted in the appropriate stage with effect from 01-03-2021 as below:-

Grade	Catogory	Pay-Scale
I	Officer	25000-2500-37,500- -3750-56250-5625- -84,375.
II	Technical Staff Worker	12500-1250-18750- -1875-28,125-2812- -42,185.

(b) **ANNUAL INCREMENT:** The Union demanded that each worker/workperson be paid annual increment as per existing practice in the month of June, every year.

(c) SENIORITY INCREMENT:

(i) The Union demanded that with effect from 01-03-2021 every worker who has completed 5 years of service should be eligible to 1 special seniority increment;

(ii) Those workers who completed 10 years of service be paid 2 special seniority increments;

(iii) Thereafter, every worker should be eligible to a special seniority increment after every five (5) years of service.

DEMAND No. 2: FIXED DEARNESS ALLOWANCE (FDA):

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid Fixed Dearness Allowance (FDA) @ Rs. 5500/- per month.

DEMAND No. 3: VARIABLE DEARNESS ALLOWANCE (VDA):

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid a Variable Dearness Allowance (VDA) @ Rs. 3.00 per point rise or fall at base AAICPI 7000 points (1960=100) to be revised every quarter.

DEMAND No. 4: HOUSE RENT ALLOWANCE (HRA):

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid House Rent Allowance (HRA) @ 50% of the basic revised salary.

DEMAND No. 5: FREE TRANSPORT:

The Union demanded that with effect from 01-03-2021 the company should provide free transport to all the workmen and employees for home drop and pick-up in all shift operations.

DEMAND No. 6: EDUCATION ALLOWANCE:

The Union demanded that each worker/workperson be paid an Education Allowance @ Rs. 2,000/- per month with effect from 01-03-2021.

DEMAND No. 7: INTEREST FREE ADVANCE FOR CHILDRENS' EDUCATION:

The Union demanded that each worker/workperson be made eligible to an interest free yearly advance of Rs. 40,000/- towards fees for Children's Education. This advance shall be repaid in 10 equal installments.

DEMAND No. 8: WASHING ALLOWANCE:

The Union demanded that each worker/workperson be made eligible to Washing Allowance @ Rs. 1,000/- per month with effect from 01-03-2021.

DEMAND No. 9: CANTEEN ALLOWANCE:

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid canteen allowance of Rs. 75/- per day.

DEMAND No. 10: SUBSIDISED CANTEEN FACILITY:

The Union demanded that with effect from 01-03-2021 each worker/workperson be provided breakfast, lunch, dinner and tea be provided in company's canteen at subsidized rate at the ration of 75% : 25% i.e. 75% (company) and 25% (workmen).

DEMAND No. 11: LEAVE FACILITIES:

The Union demanded that the workers/workpersons be made eligible to the following Leave Facilities with effect from 01-03-2021:-

(i) Privilege Leave: 25 days per annum with a facility to accumulate upon to 120 days.

(ii) Casual Leave : 10 days per annum with a facility to encash the balance leave at the end of the year.

(iii) Sick Leave: 9 days per annum with a facility to accumulate upto 30 days.

(iv) Holidays: 14 days per annum.

(v) Leave Encashment: Leave encashment shall be done on the gross salary.

DEMAND No. 12: LEAVE TRAVEL ALLOWANCE:

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid a Leave Travel Allowance (LTA) @ Rs. 15,000/- per annum.

DEMAND No. 13: SHIFT ALLOWANCE:

The Union demanded that with effect from 01-03-2021 each worker/workperson be paid the following shift allowance:-

Rs. 80/- for 1st shift each.

Rs. 90/- for 2nd shift each.

Rs. 100/- for night shift each.

DEMAND No. 14: INTEREST FREE LOAN FACILITY:

The Union demanded that during the operative period of the settlement every worker/workperson shall be made eligible to an interest free loan facility of Rs. 1,20,000/- (Rupees One lakh twenty thousand only) to be deducted in 25 equal installments.

DEMAND No. 15: NON-RECOVERABLE FESTIVAL BONUS:

The Union demanded that the management shall pay once in a year on any one festival a sum of Rs. 7,500/- before Ganesh Chaturthi/Deepavali/Christmas/Eid as non-recoverable festival bonus.

DEMAND No. 16: MEDICAL ALLOWANCE AND INSURANCE:

(i) (a) In case any employee goes out of the ESIS Scheme he or she and his/her entire family shall be covered under Mediclaim Policy for a sum of Rs. 7/- Lakhs.

(b) The Mediclaim Policy shall include Ortho and Dental ailments/treatment.

(ii) Those out of ESIS shall also be made entitled to 25 days of paid sick leave per year with the facility to accumulate sick leave upto 60 days.

(iii) Those out of ESIS shall be entitled to 100% reimbursement of medical bills incurred in hospitalization and for all the members of his/her family.

This facility of reimbursement of bill must be accorded to all workers including those who have to face gynecological treatment.

(iv) Each worker/workperson shall be covered under the Group Personal Accident Insurance Scheme for a sum of Rs. 10 Lakhs.

(v) Pending the discussion on above demands, the technical staff employees/workmen be made eligible to Rs. 25,000/- per year towards medical allowance and Rs. 3 Lakhs towards hospitalization with immediate effect.

DEMAND No. 17: BONUS:

The Union demanded that all the workmen/workpersons be made eligible to Bonus-cum-Ex-gratia every year @ 20% without ceiling on Basic + FDA + VDA.

DEMAND No. 18: OVERTIME:

The workperson unanimously demanded that:

(a) The permanent workers/workpersons be given first preference to work on overtime.

(b) If any workers/employee is asked to work on overtime, company should provide him/her free transport for home drop with free food, breakfast, tea with mandatory allowance.

DEMAND No. 19: GRATUITY:

The Union demanded that all the workmen/workperson be paid Gratuity @ 30 days per every year of service.

DEMAND No. 20: SERVICE AWARD:

The Union demanded that the Service Award be given to all the workers on the following pattern:

- (i) 5 years ... Rs. 10,000/-
- (ii) 10 years ...Rs. 20,00/-
- (iii) 15 years ...Rs. 35,000/-
- (iv) 20 years ...Rs. 40,000/-

DEMAND No. 21: PERIOD OF SETTLEMENT:

The Union demanded that the periodicity of the settlement should be 3 years viz; with effect from 01-03-2021 to 28-02-2004.

DEMAND No. 22: INTERIM RELIEF:

The Union demanded that pending the finalization of all the above demands spelt-out herein in this Charter of Demands, the Union/workmen demands that each workman/workperson who is on the pay rolls of the Company be granted an amount of Rs. 10,000/- per worker, per month as an interim relief with effect from 01-03-2021 since the present salary and other emoluments are wholly insufficient.

This interim relief be adjusted from the final relief settlement to be granted to the workmen.

(2) If answer to issue No. (1) above is in negative then what relief the workmen are entitled to?"

2. On receipt of the reference, a case was registered as IT/20/2021 and registered A/D notice were issued to both the Parties. In pursuance of notices, the Party-I filed its Statement of Claim at Exhibit 6. Thereafter, the Party II filed its Written Statement which is at Exhibit 7.

3. The brief facts of the present case is that the Party I states that the Goa Trade and Commercial Workers Union represent the unionized workmen employed at Micro Labs Limited, Party II which is having its Factory at Plot No. S-155 to 159, Phase II-B & Plot No. N-1, Phase IV, Verna Industrial Estate, Verna, Salcete, Goa and since their unionization the Goa Trade and Commercial Workers Union has been espousing the cause of these workmen before the Party II/Management and every other competent, authority and Forum.

4. The Party I states that the company is the largest multifaceted drug manufacturing company which has 14 sites (units) all over the Country which includes Pondicherry, Goa, Bangalore, etc., besides, having its operations in other countries world-wide and has a network of supply and manufacturing all over the world including Europe and the Party II Company is in a strong financial position from strength to strength, year after year, besides this has assured orders as well as dedicated clients and makes huge profits.

5. The Party I states that all the workmen are employed with Party II since last many years and some since the inception of this factory i.e. since the year, 2003. However the present salaries, wages and other allowances paid to these Party I workmen are in total mismatch to the efforts put in by them. The Party I states that the present salary structure paid is primitive in nature and needs immediate revision. The present salaries of the workers and staff were fixed at the time of their initial date of appointment and since then there has been no revision in their salaries made by way of signing a negotiated settlement pertaining to wage rise. The prices of essential commodities, food items, housing, transport, education, water, electricity have been increased manifold whereas the salaries have remained static. There has been tremendous escalation in the AAICPI, which has not been factored into the present salary structure.

6. The Party I states that the Party II is intentionally denying the workpersons the payment of VDA which is an essential component in the salary structure and no proper pay scale is made applicable to the workmen. The Party I states that the Party II has been adopting an arbitrary and undemocratic labour policy and relations and the salaries paid to these workers are meagre and pathetic and the workmen have accepted these salaries as a matter of compromise and since thereafter, there has been no meaningful wage rise given to these workmen. The present salaries and wages paid to these unionized workmen are very low, pathetic and meagre and the same do not even make both ends meet and does not take care of their bare minimum basic needs. Hence, the present Charter of Demands dated 27-05-2021 is raised on behalf of these workmen on the Management of the Party II Company requesting the Party II to enhance their existing wages, salary, allowances and other service conditions specifically for the period of 3 years to be made effective 01-03-2021. The Charter of Demands dated 27-05-2021 were not settled by the Party II across the table, inspite of series of requests, letters and reminders.

7. The Party I states that after the submission of Charter of Demands dated 27-05-2021, the Management failed to discuss and finalize these pending Charter of Demand, with the workmen and the Union. The Union stated that the Party II has been intentionally and deliberately adopting delaying tactics in order to frustrate and to create an element of fear, helplessness and anxiety in the minds of all the workmen and has failed to negotiate and finalize the said Charter of Demands with the Union and to resolve the same across the table as the Management is bent upon not to give any wage increase to these workmen. During this period, Party II Company formed management sponsored Internal Union and entered into a Wage Agreement with the sole intention of undermining the legitimate demands of the Party I. The said Wage Settlement is unfair and improper and fully compromises the legitimate demands of the Party I raised in Charter of Demands dated 27-05-2021. The Union disputes and challenges the said wage settlement being unfair, improper and illegal.

8. The Party I states that due to the obstinate and adamant attitude of the Employer, the Union was left with no other alternative other than to raise an industrial dispute before the Office of the Deputy Labour Commissioner & Conciliation Officer, Panaji, Goa. The industrial dispute raised by the Union

ended in failure, due to the adamant and rigid attitude of the Party II company and the matter has been referred to this Industrial Tribunal for its correct adjudication. The Party I states there were no possibilities of an amicable settlement over the issues raised in the Charter of Demands dated 27-05-2021 seeking the enhancement, revision of wages and other service-conditions of the workmen and despite efforts by the Office of the Labour Commissioner, the Union was left with no other alternative other than approaching this Court for relief by way of present reference.

9. The Union states that the company employs around 300 permanent workmen besides contractual workmen. The Union shall rely on the details pertaining to grades, designations, pay-scales and other salary structure drawn by these workmen at the time of hearing. It is submitted that the fresh "charts" depicting the detailed grade, designation, pay-scales are in possession of the Party II and the Union craves leave of this Court to refer and rely on these documents as and when produced in the manner required.

10. The Party I states that there has been no fair revision, enhancement or alteration or wages, salaries and other service conditions of these workmen and the salaries paid to these workmen alongwith service conditions are very low and the same does not take into consideration the rising cost of living index and other factors. The workers have patiently waited to secure their demands and to enforce their right to claim adequate wage packet. The Party I states that the company is in a strong financial position to meet these demands. The company has outstanding work orders from both domestic and foreign end users and dedicated clients. The Party I states that the wage demands and other service conditions raised by the workmen/Union in their Charter of Demands dated 27-05-2021 needs to be conceded in favour of the workmen as all these demands are just, fair and proper.

11. The Party I states that the salaries paid by Party II fails to take into consideration the rising cost of living index, market scenario, and as such the present salaries paid to the workmen are highly disproportionate and inadequate to meet the challenges of day to day living and further stated that many workman employed in this factory are working with the Party II factory since its inception on a very low and pathetic salary. The Party I states that these workmen have patiently waited with great hopes that the management would meet their claim

for enhanced wages as spelt out in their Charter of Demands dated 27-05-2021 referred in this Schedule of Reference.

12. The Party I states that several Departments in the Party II company runs in three (3) shift-operations and the Party I is a beneficiary of a highly productive workforce who immensely contribute in terms of physical and mental efforts to the manufacturing processes as well as output in terms and production quantities and their quality for the Party II company. Considering the efforts put in by the workmen employed in this factory, the salaries and benefits enjoined upon them are a total mismatch and highly disproportionate. The Party I states that the Party II is bent upon not to give any wage rise to the members of our union and on the contrary the Party II company is trying to undermine the membership of our union by adopting various illegal and unfair labour practices hence, the Party II is victimizing the Party I workmen. Hence it is prayed that the present reference be decided in favour of the Party I Union and provide them the reliefs as demanded in the Charter of Demands dated 27-05-2021.

13. In the Written Statement the Party II as and by way of preliminary objections has reiterated that the entire reference is null and void as the Union does not represent substantial segment of the workforce and hence there is no industrial dispute in as much as the charter of demands. The charter of demands have been raised without the support of the substantial support of the workforce and there is no resolution authorizing the Union to raise the charter of demands on the Management and hence there is no locus standi to raise the dispute. The Party II has stated that there was non-application of mind by the Appropriate Government while referring the present dispute and hence deserves to be rejected summarily at the threshold.

14. It is the case of the Party II that the Government has referred the Charter of Demands dated 27-05-2021 to this Tribunal for adjudication on the sole ground that a dispute has been raised under the Industrial Disputes Act for conciliation and without considering the fact that the subject matter of the charter of demands of the Party I Union and the claim raised in the terms of the reference has been settled by the settlement dated 18-09-2021 and the attention of the Government was invited to such settlement by the letter of the Party No. II dated 18-09-2021. Thus, the reference herein is "bad in law" and "not maintainable" for the reason that no Industrial dispute exists for adjudication, issues raised in the charter of demands had been considered and

resolved in the Settlement dated 18-09-2021, which has been accepted by majority of the workmen.

15. The Party II states that the Settlement dated 18-09-2021, which was signed between the Management and Micro Labs Goa Workers Internal Union, has dealt with the issues raised in the present reference and that the Settlement dated 18-09-2021 was arrived in the course of collective bargaining and had been accepted by majority of workmen, hence, that same should be placed on a higher pedestal and unacceptability by minor rival union pales into insignificance. Further, a charter of demands raised by a minority union should not be imposed upon the majority of workmen, who had already accepted the Settlement. Therefore, it is just and necessary that an award may be passed in term of the Settlement dated 18-09-2021.

16. During the pendency of the present reference both the Parties filed an application for Award in terms of settlement along with the terms of settlement at Exhibit 8 Colly stating that they have arrived at a settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 and prayed that an Award be passed in terms of the said settlement dated 18-09-2021 entered between the Management of Party II and the Party I Union on the following terms of settlement:

TERMS OF THE SETTLEMENT

1. Scope and Coverage:

The Settlement shall only be extended to all the permanent employees on the rolls of the company as of 30th June, 2021 and gives an undertaking as prescribed in Annexure-A. The Settlement shall not be applicable to the temporary employees, Contract Labours, Apprentices engaged under the Apprenticeship Act, Supervisory employees, Trainees engaged under the Manpower Development Cell, Government of Goa, trainees engaged under the Training Scheme of the Company or under the Training Scheme of Manpower Development Cell, Government of Goa and also the probationers.

2. Duration of the Settlement:

The Settlement shall come into force for a period of 4 yrs. with effect from July 01, 2021 and shall remain in force and in operation till June 30, 2025. After expiry of the Settlement on June 30, 2025, the Settlement shall continue to remain in force and binding on both of the parties unless and until it is terminated in accordance with the relevant provisions of the Industrial Disputes Act, 1947 and replaced by another Settlement or an award as the case may be.

3. Basic and Pay Scales:

The parties to this Settlement agreed to a rise in salary based on the number of years of experience with Micro Labs Limited on CTC basis (Cost to Company) to all employees, 50% of which shall be added to the current basic salary and the balance to allowances and statutory compliances:

Years of Experience (Micro Labs)	Settlement Increase (Rs./Month) 01-07-2021	Settlement Increase (Rs./Month) 01-07-2022	Settlement Increase (Rs./Month) 01-07-2023	Settlement Increase (Rs./Month) 01-07-2024
1 to 3 yrs.	3000	3000	3000	3000
3 to 5 yrs.	3200	3200	3200	3200
5+ yrs.	3500	3500	3500	3500

Employees still serving their probation period shall be eligible for the benefits of this settlement as stated above w.e.f. from the date of confirmation.

Employees categorized as per the above category shall continue to be in the existing category till the end of the settlement

4. Food Subsidiary Allowance: It is mutually agreed between the parties that, the existing food rates to be continued however any increase in the food cost from here on in future will be shared equally on a 50-50 percentage basis.

5. Breakfast & Snacks: It has been mutually agreed by both the parties that the existing subsidized rate negotiated by the company shall continue, the management agreed to provide tea to the employees at the beginning of every shift from the 1st of October, 2021, tea shall be withdrawn on commencement of every shift.

6. Hot & normal purified water:

It has been mutually agreed that hot and room temperature water shall be made available to all employees working in the factory premises.

7. Security of bike parking area:

It has been mutually agreed that the management will illuminate the parking area and provide a CCTV surveillance system so as to monitor the parking area for any thefts or damages to vehicles.

8. Long Service Awards:

The existing practice of presenting a Memento & certificate for employees completing 10 yrs. of service at Micro Labs shall continue, it shall be the sole discretion of the management to make any changes or enhance such benefit from time to time.

9. Bus Route/Charges as per the distance: Both the parties agreed that the present practice of charging employees as per the fixed stops shall continue. Management agreed to start a bus service on a 60-40% cost sharing ratio (Employer 60% & Employee 40%) from Ponda to Factory & back in any one shift with discussion with the Union representatives.

10. Working on weekly off days:

It has been agreed between the parties that employees working on weekly off days shall be compensated as per the Factories Act, 1948.

11. Overtime Rate:

It has been agreed between the parties that overtime shall be paid as per Factories Act, 1948, however to claim overtime the employee shall have worked for a minimum of 45 minutes on that particular day.

12. Medical Facilities:

It has been agreed between the parties that Maternity benefit shall not be covered in the Hospitalization policy, however parent's hospitalization shall be covered in the new policy, this facility shall be on a voluntary basis and the employees shall contribute towards the additional premium to avail this benefits.

13. Bonus and Gift/Sweets for Diwali:

It is agreed between the parties that the bonus shall be payable to all eligible employees as per the provisions of the Payment of Bonus Act, 1965 and the rules made there under. Those employees, crossing the eligibility condition under the Payment of Bonus Act, 1965 (pertaining to the ceiling of monthly wages), shall be paid ex-gratia as declared by the Corporate on yearly basis. Payment of Bonus to employees before Diwali Festival shall continue as per usual practice.

It has been mutually agreed that the management will provide a box of sweets to all employees on the occasion of Diwali and it shall be the sole discretion of the management to decide the type of sweet to be given to its employees.

14. Extra lockers in change rooms & additional canteen facilities:

Management stated that provision has already been made for additional change rooms and lockers in the expansion work that is being carried out in the plant. This point was discussed and closed.

15. Public Holiday:

The existing practice of 10 public holidays shall continue.

16. Leave (PL, SL & CLI):

It has been mutually agreed between the parties that the following leave structure shall come into effect w.e.f. 1 July, 2021:

	Current	Revised
PL	15 days	47 days
CL	6 days	6 days
SL	6 days	6 days

17. Paternity Leave:

This point has been discussed, dropped & settled.

18. Covid Leave:

This point has been discussed, dropped & settled.

19. Compensation in case of death of employees:

This point has been discussed, dropped & settled.

20. Loan Facility:

This point has been discussed, dropped & settled.

21. Medical support during Third Shift:

Both the parties agreed that the present arrangement of the company with the tie ups with the nearest Health Centre and hospital within the industry for any emergencies shall continue.

22. Marriage Gift:

This point has been discussed, dropped & settled.

PRODUCTIVITY AND TECHNOLOGICAL UPGRADATIONS

In consideration to the improvement brought about by this Settlement in wages and other benefits for the Employees and also keeping in view the growing competition, there is a need to have greater operational efficiency to increase productivity and thereby achieve higher earning capacity. The Employees and their Union assured the Management that they would give full co-operation in achieving higher productivity. Both of the parties to the Settlement agreed that escalating employee cost could be neutralized only if there is a substantial improvement in the levels of production and productivity aspects. The parties to the Settlement, therefore, agreed on the following points.

1. To raise efficiency, production/productivity to the optimum levels at each work center and make further improvements from time to time to keep pace with the advanced technology/work methods introduced both in machine/processing methods especially in the context of global pressure in the market. Employees also agree to enhance the yield at all work centers as per the guidelines of the Management.

2. In the event of revision in the productivity standards due to change in products/change in equipment/change in methodology, during the currency of the Settlement, the Employees & its Union shall implement such revised productivity/work standards as refixed by the Management in consultation with the Employees concerned.

3. All such workmen who wish to avail the benefits under this settlement with all its terms and conditions incorporated therein shall have to give specific individual declaration as enclosed hereto as Annexure-A within 10 days of the date of the settlement, that the terms of this settlement are acceptable and binding upon him/her. He/she would have to further declare that the Settlement is in full and final settlement of all the demands made by him/her or by any Union on his/her behalf and agree not to raise or pursue any demand raised by him/her or any Union on his/her behalf on any items covered by the Settlement. Annexure-A received after the stipulated 10 days of signing of this settlement will be accepted/rejected at the sole discretion of the management however applicability will be from the date of acceptance.

4. The parties to the Settlement fully acknowledged that the technological upgradation is one of the essential requirements of the organization for its viability, stability and growth. The Employees and their Union whole-heartedly agree to extend their fullest co-operation to work in the technologically upgraded versions of the machines, equipment's, methods, etc. All the Employees & its Union shall accept Electronic Attendance Punching System for the purpose of recording the attendance.

5. Considering the need of acquiring higher standards in the pharmaceutical manufacturing, the Employees & its union shall adopt multi-skill concept and should undergo suitable training, re-training and up gradation of skills, wherever required. There shall not be any reservations in working on certain equipment's, places, machines, areas, etc.

6. In order to face the market competition and getting ourselves acquainted with the high performing work practices, the Employees and their Union should support the Management in all the initiatives like Five "S" Implementation, kaizen, Small Group Activities, Suggestion Scheme and Individual and Focused Improvements.

7. Employees and their Union should extend their fullest co-operation and assistance in getting various approvals/certifications like MHRA, WHO, TGA, USFDA, UNICEF, QS and any other as may be required by the organization to stand in the domestic and

international market. Employees and their Union should take fullest efforts to improve and maintain the quality of the products.

8. High quality of standards shall be maintained by following the established norms of CGMP. Any non-compliance on quality and CGMP aspects shall be viewed seriously and it may call for even institution of disciplinary action.

9. The Employees & their Union shall carry out the necessary documentation related to the work performed by the Workmen/Employees. In case, such report generation requires to be carried out through computerized system, all the Employees & their Union shall carry out the same. In order to fulfill the said documentation, the necessary training shall be imparted to the employees concerned. The said documentation work must be performed by the employees & their Union, whether computerized or manual, in the normal working hours only and without affecting the budgeted output on the given day.

10. The Employees & its Union shall pay full attention to ensure that only the right type of product is manufactured in the very first instance, so as to eliminate the need for rework or rejection of the product, thus keeping costs down and eliminating waste.

11. There shall be monthly joint meeting between the employees and Production Supervisors to review the production activity. The problems communicated in the meetings must be solved with joint efforts.

12. Change and Management Initiative: All the employees & their Union shall support the Management in various audits conducted by the external agencies or by the internal auditors and shall do all productivity and quality related activity to strengthen the individual efficiency and ultimately for achieving the organizational productivity.

13. Minor Repair and maintenance of M/C: The employees & its union should carry out the minor repair and maintenance of machine if required they should upgrade their machine knowledge in view to minimize the production losses due to the minor breakdowns. In case of major breakdowns/utility failures should be immediately intimated to the supervisor.

14. Documentation and verification: The employees are responsible and accountable for writing and to get countersigned the log cards, Temp humidity records & checklist. Employees are responsible for data integrity issues.

DISCIPLINE, MOBILITY & FLEXIBILITY

1. The practice of availing rest interval in enmasse shall be discontinued.

2. The Employees & their Union shall jointly work with the Supervisors and Managers to reduce the unauthorized absenteeism. Any unauthorized absenteeism shall be treated as indiscipline and shall be dealt as per the provisions of Standing Orders applicable to the establishment. Further, even in the event of absence of one person, fullest norms shall be achieved. All the employees and their Union should take the responsibility of maintenance of high standards of discipline and not to support any act or omission supportive to indiscipline.

3. The fullest co-operation shall be extended by all to implement the Standing Orders applicable to the establishment. Any amendment in the Standing Orders shall be accepted without any reservations. Furthermore, the rules/sub-rules framed by the establishment from time to time shall also be followed strictly. Any violation of the Standing Orders or rules or sub-rules shall be viewed seriously and the same shall also cause for institution of disciplinary action.

4. Total flexibility shall be maintained in working on any jobs, equipment, etc. depending on exigencies of work

5. Any non-compliance on Safety and Health Norms, Quality Norms, Production Norms and CGMP Norms shall call for a severe disciplinary action.

6. All the employees & their Union should accept that to allot overtime duty to employees is totally at the discretion of the Management in accordance with the provisions of the Factories Act, 1948 and no employee or their Union has right to take any objection on the same.

GENERAL

1. It is agreed by the employees and their Union that during the subsistence of the Settlement they shall not raise any demand/dispute which may involve additional financial burden on the Company.

2. This Settlement is in full and final resolution of all the demands and requests made by the representatives of the employees, those of the demands not specifically covered in this Settlement are deemed to have been settled as withdrawn.

3. Except to the extent modified in terms of this Settlement, all other existing rules, regulations and conditions of service shall continue to remain unaltered during the currency and validity of this Settlement.

4. It is agreed between the parties that the arrears arising out of this Settlement for the period from 01-07-2021 to 31-08-2021 shall be paid along with the revised wages for the month of October 2021. Both parties shall submit copies of this settlement for registration under Industrial Dispute Act, 1947 to the Office of Deputy Labour Commissioner, Margao, Goa.

17. I have gone through the records of the case and the above Memorandum of Settlement which are duly signed by both the Parties and I am convinced that the consent terms filed by the Parties are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II and therefore, the same are accepted.

Accordingly, I pass the following Order:

ORDER

- (i) The reference stands disposed off in view of the Memorandum of Understanding along with the terms of settlement filed by the Workmen/Party I and the Employer/Party II at Exhibit 8 Colly.
- (ii) No order as to cost.
- (iii) Inform the Government accordingly.

Sd/-

(Bela N. Naik)
Presiding Officer,
Industrial Tribunal
and Labour Court.

Notification

No. 28/02/2022-LAB/511

The following award passed by the Labour Court-II, at Panaji-Goa on 09-09-2022 in Case No. Ref. IT/04/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 23rd September, 2022.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/04/2020

Shri Ramesh S. Naik,
R/o Tiral, Usgao,
Ponda-Goa.

.... Workman/Party-I

V/s

M/s. Cine Kamala,
Tisk, Usgao, Ponda-Goa. Employer/Party-II
Party-I/Workman represented by Adv. Shri A.
Prabhugaonkar.

Party-II/Employer absent marked an ex-parte.

Panaji, Dated: 09-09-2022.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 11-03-2020, bearing No. 28/5/2020-LAB/194 referred the following dispute for adjudication to the Labour Court-II of Goa.

"(1) Whether the action of the management of M/s. Cine Kamala, Tisk, Usgao, Ponda, Goa, in refusing employment to Shri Ramesh S. Naik, Door Keeper, with effect from 20-01-2019, is legal and justified?"

(2) If not, to what relief, the Workman is entitled?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/04/2020 and registered A/D notice was issued to the Parties. In pursuance to the said notice, initially the Party I was represented by Ld. Adv. Shri A. Prabhugaonkar, who subsequently failed to appear either in person or through his advocate. However, none remained present for the Employer. This Court therefore, marked an ex-parte against the Employer after giving ample opportunities.

I have carefully perused the entire records of the present case. I have also carefully considered the submissions made by Ld. Adv. Shri P. Chawdikar, appearing for the Employer.

3. In the case of **V.N.S. Engineering Services v/s. Industrial Tribunal of Goa, Daman and Diu and Anr., reported in 1987 II LLN 968** of Hon'ble High Court of Bombay has held that *"there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he who approaches a court for relief, should prove his case i.e. the obligation to lead evidence to establish an allegation. The test being that he who does not lead evidence, must fail. The Hon'ble High Court of Bombay further held that the provisions of Rule 10-B of the I. D. (Central Rules), 1957 which requires the party raising a dispute to file a statement of demands relating only to the issue in the order of reference for adjudication within 15 days from the receipt of the order of reference*

and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial disputes is bound to prove the contention raised by him and an Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute".

4. In the case of **V.K. Raj Industries v/s. Labour Court (I) and Ors., reported in 1981 (29) FLR, 194**, the Allahabad High Court has held that "*the proceedings before the Industrial Tribunal are judicial in nature, even though the Indian Evidence Act, is not applicable to the proceeding before the Industrial Court, but the principle underlying the said Act are applicable.*" The High Court further held that "*it is well settled that if a party challenges the validity of an order and if no evidence is produced, the party invoking the jurisdiction must fail. The High Court has also held that if the Workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the Workman and he will not be entitled any relief*".

5. The principle laid down by the Hon'ble High Court in its respective case is well established. Applying the law laid down by the Hon'ble High Court, in the instant case, the order of reference has been issued by the Government of Goa at the instance of the Workman, who has raised the present dispute pertaining to the legality and justifiability of the action of the Employer in refusing him employment w.e.f. 20-01-2019 and the relief entitled to him. The Workman filed his statement of claim setting forth his grounds of attack. Therefore, it was mandatory for the Workman to prove his case that the action of the Employer in refusing him employment w.e.f. 20-01-2019 is illegal and unjustified and therefore, he is entitled for the relief. However, the Workman failed to lead any evidence either oral or documentary in support of his pleadings. Consequently, the workman failed to prove his case as pleaded. Hence, it is held that the Workman failed to prove that the action of the Employer in refusing him employment w.e.f. 20-01-2019 is illegal and unjustified. Hence, in the absence of any evidence, it is held that the action of the Employer in refusing employment to the Workman w.e.f. 20-01-2019, is legal and justified.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held the action of the management of M/s. Cine Kamala, Tisk, Usgao, Ponda, Goa, in refusing employment to Shri Ramesh S. Naik, Door Keeper, with effect from 20-01-2019, is legal and justified.

2. The Workman, Shri Ramesh S. Naik, is not entitled to any relief.

3. No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.



Department of Law & Judiciary Law (Establishment) Division

Order

No. 14/03/2018-LD(Estt.)/1590

In pursuance of the Order dated 27-07-2022 of the Hon'ble Supreme Court of India in Petition (C) No. 643/2015 (All India Judges Association ... Petitioner(s) V/s. Union of India & Ors ... Respondent(s) before the Hon'ble Supreme Court of India, regarding implementation of Second National Judicial Pay Commission to Judicial Officers, the Government of Goa is pleased to accept the order of the Hon. Supreme Court of India. Copy of Order dated 27-07-2022 is enclosed.

As per the above order the Judicial Officers shall be paid the arrears in stages in the following manner from the date of order:-

- 1) 25% in cash within a period of 3 month;
- 2) Another 25% to be paid in cash within 3 months thereafter; and
- 3) The balance 50% has to be paid on or before the end of June, 2023.

The Judicial Officers were provided interim relief @ 30% of the basic pay, vide Hon. Supreme Court order dated 27-03-2018 accepted by this department's order No. 12/06/2018-LD/Estt./82 dated 10-01-2019. In case the arrears calculated on the basis of this order is less than the amount already disbursed, no recovery need be effected.

The arrears shall be computed w.e.f. 01-01-2016 and after adjusting the interim relief already paid.

This issues with the concurrence of Finance (Rev. & Cont.) Department vide their U.O. No. 1400048292 dated 04-10-2022.

By order and in the name of the Governor of Goa.

Amir Parab, Under Secretary (Law-Estt.).

Porvorim, 6th October, 2022.

Item No. 17 Court No. 1 Section X

Supreme Court of India

Record of Proceedings

Writ Petition (Civil) No. 643/2015

All India Judges Association Petitioner(s)

Versus

Union of India & ors. Respondent(s)

(Learned Attorney General for India and Shri K. Parameshwar, Advocate as Amicus Curiae).

(IA No. 70316/2020–Application for permission, IA No. 96520/2020–Application for permission, IA No. 66487/2021–appropriate Orders/directions, IA No. 68481/2020–clarification/direction, IA No. 100172/2020–clarification/direction, IA No. 88733/2020–clarification/direction, IA No. 70323/2020–clarification/direction, IA No. 50728/2020–exemption from filing Affidavit, IA No. 66488/2021–exemption from filing O.T., IA No. 1375/2021–extension of time, IA No. 50727/2020–extension of time, IA No. 125439/2018–intervention Application, IA No. 68480/2020 intervention Application, IA No. 100166/2020 intervention Application, IA No. 87335/2020 intervention Application, IA No. 70318/2020–intervention Application, IA No. 18284/2020–intervention/Impleadment, IA No. 109809/2021–Intervention/Impleadment, IA No. 169826/2019–intervention/Impleadment, IA No. 165066/2019–intervention/Impleadment)

With

C.A. No. 2702/2017 (XVI)

W.P(C) No. 869/2021 (X)

Slp.(C) No. 64716473/2020 (IVA)(for admission and I.R.)

W.P(c) No. 993/2017 (X)

(IA No. 136171/2019 intervention/impleadment)

W.P(c) No. 548/2018 (X)

W.P(c) No. 911/2018 (X)

(for admission IA No. 18577/2020 – addition/deletion/modification parties, IA No. 107836/2018 appropriate Orders/directions & IA No. 107837/2018 exemption from filing O.T.)

W.P. (C) No. 86/2019 (X) (IA No. 7729/2019 Exemption from filing O.T.

Slp.(c) No. 7246/2019 (IVB)

(i.a. for exemption from filing c/c of the impugned

judgment on IA 36522/2019, for application for tagging/detagging on IA 163293/2019 for exemption from filing O.T. on IA 163296/2019 for stay application on IA 19104/2020, IA No. 163293/2019–application for tagging/detagging, IA No. 36522/2019–exemption from filing c/c of the impugned judgment, IA No. 163296/2019 exemption from filing O.T., IA No. 19104/2020–stay Application)

W.P(c) No. 244/2019 (X) (for admission)

W.P(c) No. 1542/2019 (X) (for admission)

C.A. No. 2701/2017 (XVI)

(to for deleting the name of petitioner/respondent on IA 165114/2019 IA No. 165114/2019 deleting the name of petitioner/respondent)

W.P(c) No. 1040/2017 (X)

(for impleading party on IA 49553/2019)

W.P(c) No. 1048/2017 (X)

W.P(c) No. 1262/2021 (X)

(For Admission)

Date: 27-07-2022. These matters were called on for hearing today.

Coram:

Hon'ble the Chief Justice

Hon'ble Mr. Justice Krishna Murari

Hon'ble Ms. Justice Hima Kohli

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Upon hearing the counsel the Court made the following:

ORDER

1. In All India Judges' Association vs. Union of India¹, (All India Judges' Association Case-I), this Court had issued a slew of directions, which included (i) the setting up of an All India Judicial Service; (ii) bringing about uniformity in the designation of officers; (iii) raising of the age of retirement to 60 years; (iv) provision of residential accommodation to judicial officers etc. One of the directions so issued,

which is relevant for our present purpose, reads as follows:-

"63 (iv) As and when the Pay Commissions/Committee are set up in the States and Union Territories, the question of appropriate pay scales of judicial officers be specifically referred and considered."

2. Petitions for reviewing the aforesaid Judgment were filed by the Union of India as well as by various States, objecting to certain specific directions contained therein. These review petitions were disposed of by this Court by an Order dated 24-08-1993 in All India Judges' Association vs. Union of India², which came to be referred to as All India Judges' Association Case-II. Though certain directions issued in All India Judges' Association-I were modified in the judgment in All India Judges' Association Case-II, the above direction contained in paragraph 63(iv) of the original judgment was not modified.

3. In All India Judges' Association Case-II, the necessity to maintain parity in status between the Judges and the Political Executive, and not between the Judges and the Administrative Executive, was highlighted. It will be appropriate to quote the first part of paragraph 36 of the decision in All India Judges Association Case-II:

"we have already discussed the need to make a distinction between the political and the administrative executive and to appreciate that parity in status can only be between Judges and the political executive and not between Judges the Administrative executive. Hence the earlier approach of comparison between the service conditions of the Judges and those of the administrative executive has to be abandoned and the service conditions of the Judges which are wrongly linked to those of the administrative executive have to be revised to meet the special needs of the judicial service."

4. Moreover, this Court highlighted in All India Judges' Association Case-II, the need to keep Judges above their essential wants, considering the distinct nature of Judges' duties, the society's expectations, the lifestyle of the Judge and the occupational hazards to which he is exposed.

5. Subsequently the Government of India constituted the First National Judicial Pay Commission (FNJPC) under the Chairmanship of Mr. Justice K. J. Shetty. As a consequence, the reference

¹ (1992) 1 SCC 119

² (1993) 4 SCC 288

to the 5th Central Pay Commission, of the question of revision of pay scales of judicial officers was dropped.

6. The FNJPC submitted its Report on 11-11-1999 recommending adoption of what is known as 'Master Pay Scales' comprising of 44 stages. The Commission recommended fixed quantum increments with six incremental rates from Rs. 250 to Rs. 500, spanning over 44 specified stages.

7. By a judgment dated 21-03-2002 passed in All India Judges' Association vs. Union of India³, (All India Judges' Association Case-III), this Court recommended the implementation of the revised scales of pay with effect from 1-07-1996. However, it was directed that the judicial officers shall be paid salary in revised pay scales with effect from 1-07-2002 and the arrears of salary for the period from 1-07-1996 to 30-06-2002 was directed to be paid either in cash or by crediting the same into the provident fund accounts of the officers.

8. After the constitution of the 6th Central Pay Commission, the question of revision of the scales of pay of judicial officers came up once again before this Court in All India Judges' Association vs. Union of India⁴, (All India Judges' Association Case-IV). By an order dated 28-04-2009 this Court appointed Mr. Justice E. Padmanabhan, a retired Judge of the High Court of Madras as a One man Committee, to make suitable recommendations. This Committee submitted a report on 17-07-2009.

9. Thereafter, this Court passed an Order on 4-05-2010 recording that most of the States have accepted the recommendations, though there was a dispute about the date of implementation. Moreover, this Court directed the States to implement Justice E. Padmanabhan Committee's recommendations with effect from 01-01-2006.

10. Nearly 5 years after the order passed in All India Judges' Association Case-IV, the present writ petition came to be filed by the All India Judges' Association in the year 2015, seeking various reliefs including constitution of All India Judicial Commission to review the service conditions of judicial officers. In this writ petition, an order was passed on 09-05-2017, appointing the Second National Judicial Pay Commission (SNJPC), with

Mr. Justice P. Venkatarama Reddy, a former Judge of this Court as its Chairman and Mr. R. Basant, a former Judge of the Kerala High Court as its member. The terms of reference of the Commission, as agreed to by all parties, were extracted in the Order dated 09-05-2017.

11. Accordingly a notification was issued on 16-11-2017 constituting the Second National Judicial Pay Commission. Some of the terms of reference of the Commission were as follows:

(i) to evolve the principles which should govern the structure of pay and other emoluments of Judicial Officers.

(ii) to examine the existing structure of emoluments and conditions of service and to make recommendations including post retirement benefits.

(iii) to examine the work methods and work environment as also the variety of allowances and benefits and to suggest rationalization.

12. In January 2020, the Commission submitted its Report in five volumes, namely Volume-I, IA, II, III and IV. The summary of there commendations are as follows:

Benefit	Recommendations
I Pay Structure	(1) New Pay Structure shall be as per the pay matrix pattern on the model of 7th Central Pay Commission, as against the Master Pay Scale pattern. (2) The categorization of Judicial Officers shall be Civil Judge (Jr. Division) (Entry Level) J-1 Civil Judge (Jr. Division) (ACP-I) J-2 Civil Judge (Jr. Division) (ACP-II) J-3 Civil Judge (Sr. Division) (Entry Level) J-3 Civil Judge (Sr. Division) (ACP-I) J-4 Civil Judge (Sr. Division) (ACP-II) J-5 District Judge (Entry Level) J-5

³ (2002) 4 SCC 247

⁴ (2011) 12 SCC 677

II Pension	District Judge (Selection Grade) J-6	a percentage of the notional pay.
	District Judge (Super Time Scale) J-7	(4) The direct recruits of higher judicial service who have retired prior to 1-01-2016 shall be given a maximum weight-age of 10 years as per the number of years of practice at the Bar.
	(3) The initial pay for each rank of officer from J-1 to J-5 shall be 2.81 times the existing entry pay of each rank.	
	(4) For J-6 and J-7 the increase shall be in the same proportion as that of High Court Judges.	III Family Pension No change in the existing percentage, namely, 30%
	(5) While there shall be no change in the existing system regarding the date of accrual of increment, the retiring Judicial Officers shall have the benefit of increment becoming due the next day following their retirement. This increment shall be for the purpose of pension only and subject to vertical ceiling of Rs. 2,24,100/-	IV Additional Quantum of Pension/ /Family Pension (1) Additional quantum of pension shall be given to those in the age of groups mentioned in column I, at the rate mentioned in column-II, with effect from 1-01-2016:
	(6) The new Pay Matrix/Pay Structure will be effective from 1-1-2016 and arrears shall be paid in the Calendar Year 2020.	75-80 years 20% 80-85 years 30% 85-90 years 40% 90-95 years 60% 95-100 years 80% On completion of 100 years 100%
	(1) National Pension Scheme/ /Defined Contributory Pension Scheme shall not be applicable to Judicial Officers. Old pension scheme shall be applicable.	V Retirement/ /Death Gratuity (1) With effect from 1-1-2016, the maximum limit for retirement gratuity/death gratuity shall be Rs. 20,00,000/-, which shall be increased by 25% whenever DA rises by 50%.
	(2) No change suggested in the existing percentage of pension at 50% and family pension at 30% of the last pay drawn, for those retiring on or after 1-1-2016.	(2) Death gratuity shall be according to the length of service mentioned in Column-I below at the rate mentioned in Column-II.
	(3) Those who retired before 1-01-2016 shall be granted pension with effect from 1-01-2016, by notionally fixing their pay at the corresponding stage of the revised pay scale and calculating the pension as	Less than one year Twice the monthly emoluments. One year and more upto 5 years 6 times 5 years and more but less than 11 years 12 times 11 years and more but less than 20 years 20 times 20 years and more Half

	month of emoluments for every completed six monthly period subject to a maximum of 33 times.	minimum of Rs.10,000/- per month in respect of District Judges and 60% of the minimum wages for one unskilled worker subject to a minimum of Rs. 7500/- per month in respect of Civil Judges.
VI Allowances	<p>(1) House Building Advance as per HBA Rules, 2017.</p> <p>(2) Children Education Allowance @Rs. 2250/- per month and hostel subsidy @ Rs. 6750/- per month.</p> <p>(3) CCA to be discontinued.</p> <p>(4) Concurrent Charge Allowance @10% of minimum of the scale of the additional post.</p> <p>(5) Conveyance/Transport Allowance in the form of reimbursement to the extent of 100 litres of petrol in 20 cities and 75 litres in other areas and transport allowance of Rs. 10,000/- per month for those who own a car. The list of Judicial Officers eligible to get official cars shall be enlarged.</p> <p>(6) Three advance increments for acquiring higher qualification namely post graduation in law and one more advance increment for acquiring Doctorate in law.</p> <p>(7) Hilly area/tough location allowance @ Rs. 5000/- per month.</p> <p>(8) Home orderly/Domestic help allowance shall be the minimum wages for one unskilled worker in the concerned State subject to</p>	<p>(9) Domestic help Allowance to pensioners shall be Rs. 9000/- per month and to family pensioners Rs. 7500/- per month. It shall be increased by 30% with effect from 1-01-2021.</p> <p>(10) House Rent Allowance: Residential Quarters shall be of a minimum plinth area 2500 sq. ft. for District Judges and 2000 sq. ft. for Civil Judges. Expeditious step shall be taken for completion of construction of residential complexes.</p> <p>(11) One leave travel concession and one home travel concession in a block of three years shall be made available.</p> <p>(12) Encashment of 10 years Earned Leave while availing LTC shall continue in addition to encashment of 300 days at the time of retirement.</p> <p>(13) Fixed medical allowance of Rs. 3000/- per month to the serving Judicial Officers and fixed medical allowance of Rs. 4000/- to the pensioners and family pensioners with effect from 1-1-2016.</p> <p>(14) Reimbursement of newspapers and magazines shall be @ 1000/- for District Judges and Rs. 700/- for Civil Judges and it shall be made available from 1-01-2020.</p> <p>(15) Robe Allowance of Rs. 12,000/- to be paid once in</p>

three years with effect from 1-01-2016.

(16) Special pay for administrative work @ Rs. 7000/- per month for Principal District and Sessions Judges and @ Rs. 3500/- per month for other District Judges and Rs. 2000/- per month for officers below the rank of District Judges.

(17) Sumptuary allowance of Rs. 7800/- per month for District Judges; Rs. 5800/- per month for Civil Judges (Sr. Div.) and Rs. 3800/- per month for Civil Judges (Jr. Div.)

(18) Residential telephone, broadband facility and provision of mobile handset.

(19) Transfer grant at the rate of one month's basic pay.

13. Though the recommendations of SNJPC covers various aspects, for the present, we propose to deal only with the revision of the pay structure. This is for the reason that after the implementation of the recommendations of Justice E. Padmanabhan Committee, with effect from 01-01-2006, a period of 16 years have passed without any revision of the same. In contrast, the 7th Central Pay Commission has already been implemented with effect from 01-01-2016. Therefore, there is a need to at least implement the revised pay structure immediately so as to alleviate the sufferings of the judicial officers.

14. As a matter of fact, the scales of pay of Government servants are raised in some States once in five years/six years and by the Central Government once in 10 years. Judicial Officers are not covered by the Pay Commissions constituted by the Central or State Governments. Therefore, there is an imperative need to revise the pay structure immediately.

15. One of the main objections to the revision of pay structure as proposed by SNJPC, is the application of the multiplier of 2.81 and above. But this objection has already been taken by some of the

States and is liable to be rejected for the two reasons, namely, (i) that the 7th Central Pay Commission has applied a multiplier of 2.81 in respect of certain categories of All India Service Officers; and (ii) that Justice Padmanabhan Committee actually applied a multiplier of 3.07.

16. As a matter of fact, SNJPC, before making its recommendations, considered three modules, i.e., (1) Master Pay Scale Method; (2) Pay Matrix Method; and (3) Fixed Pay Method. After examining the advantages and disadvantages of all the three modules, the SNJPC has adopted Pay Matrix Method, as it had already been adopted by the 7th Central Pay Commission. A fourth module, namely, Fixed Pay Pattern was also examined but was not accepted, as it was a new concept and had not been tested anywhere else.

17. Having considered the Report of the SNJPC, the objections of the Union and the State Governments and the submissions of the learned amicus, we are of the view that the revision of pay structure as recommended by SNJPC, indicated in table 1 appended here to shall be accepted.

18. This will lead us to two ancillary issues, namely (i) effective date; and (ii) arrears.

19. Since implementation of the recommendations of Justice E. Padmanabhan Committee was with effect from 01-01-2006, the revision of pay structure as recommended by SNJPC shall be implemented with effect from 01-01-2016.

20. Insofar as arrears are concerned, it is noticed that the judicial officers were provided interim relief @ 30% of the basic pay, vide order dated 27-03-2018. Therefore, the arrears shall be computed with effect from 01-01-2016 and after adjusting the interim relief already paid, the balance amount shall be paid in stages in the following manner:

I. 25% in cash within a period of 3 months;

II. Another 25% to be paid in cash within 3 months thereafter; and

III. The balance 50% has to be paid on or before the end of June, 2023.

21. We are informed that a few States have given revised pay structures to the Judicial Officers on the

basis of the recommendations of the State Pay Commissions. Wherever the judicial officers have been given benefits under the respective Pay Commissions with effect from 01-01-2016, those judicial officers shall also be brought within the ambit of the pay structure, as recommended by SNJPC and the arrears shall be calculated after adjusting the amounts they have already received with effect from 01-01-2016. In case the arrears calculated on the basis of this order is less than the amount already disbursed, no recovery need be effected.

22. During the course of hearing, it was brought to our notice by the Learned Amicus Curiae that on earlier occasions, though directions were issued by this Court, several States have not implemented the pay scales, as approved by this Court and there was undue delay.

23. Taking into consideration the said fact, we direct the State Governments/Union Territories to file

affidavits of compliance of this Order after each stage as indicated above, with the first compliance affidavit being filed within a period of three months from today.

24. Learned counsel appearing for the petitioner seeks permission to withdraw Writ Petition (C) No. 244 of 2019. Permission as prayed for is granted and it is, accordingly, dismissed as withdrawn.

25. The Registry is directed to list Writ Petition (C) Nos. 869/2021, 993/2017, 548/2018, 911/2018, 86/2019, 7246/2019, 1542/2019, 1040/2017, 1048/2017 and 1262/2021 tomorrow.

26. So far as rest of the reliefs are concerned, list the matters after some time.

(VISHAL ANAND)

(R.S. NARAYANAN)

Asst. Registrar-cum-PS.

Court Master (NSH).

TABLE-I

Sr. No.	Civil Judge (Jr. Div.) Entry Level	Civil Judge (Jr. Div.) I Stage ACP	Civil Judge (Jr. Div.) II Stage ACP/Civil Judge (Sr. Div.) Entry Level	Civil Judge (Sr. Div.) I Stage ACP	Civil Judge (Sr. Div.) II Stage ACP/ District Judges (Entry Level)	District Judges (Selection Grade)	District Judges (Super Time Scale)
1	2	3	4	5	6	7	8
Existing Pay Scale	27700-44700	33090-45850	39530-54010	43690-56470	51550-63070	57700-70290	70290-76450
Existing Entry Pay Level	27700	33090	39530	43690	51550	57700	70290
	J-1	J-2	J-3	J-4	J-5	J-6	J-7
Year 1	77840	92960	111000	122700	144840	163030	199100
Year 2	80180	95750	114330	126380	149190	167920	205070
Year 3	82590	98620	117760	130170	158280	172960	211220
Year 4	85070	101580	121290	134080	158280	178150	217560
Year 5	87620	104630	124930	138100	163030	183490	224100
Year 6	90250	107770	128680	142240	167920	188990	
Year 7	92960	111000	132540	146510	172960	194660	
Year 8	95750	114330	136520	150910	178150	200500	
Year 9	98620	117760	140620	155440	183490	206510	
Year 10	101580	121290	144840	160100	188990	212710	
Year 11	104630	124930	149190	164900	194660	219090	
Year 12	107770	128680	153670	167850			
Year 13	111000	132540	158280	174950			
Year 14	114330	136520	163030	180200			
Year 15	117760						
Year 16	121290						
Year 17	124930						
Year 18	128680						
Year 19	132540						
Year 20	136520						

Certificate of Practice

No. 9-18-2004-LD/(Estt)Part-II(40)/1562

In partial modification of Certificate of Practice dated 10-07-2009 issued under the provisions of Notaries Act, 1952 (Central Act 53 of 1952) and the Notaries Rules, 1956 made thereunder, Government of Goa is pleased to extend the area of practice as a Notary of Mr. Paulo Francisco Rodrigues, for Bardez Taluka in continuation to Tiswadi Taluka, under Rule 8A of the Notaries Rules, 1956, with immediate effect.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 3rd October, 2022.

**Department of Personnel****Order**

No. 6/10/2017-PER/Part/3303

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Senior Scale Officers of Goa Civil Service, in public interest, with immediate effect:

Sr. No.	Name and present posting of the Officer	Posted as
1	2	3
1.	Shri Deepesh N. Priolkar, Member Secretary, Goa Football Development Council	Director (Administration), Sports Authority of Goa with additional charge of Member Secretary, Goa Football Development Council.
2.	Shri Manuel P. Barreto, Chief Executive Officer South Goa Zilla Panchayat	Chief Officer, Margao Municipal Council.
3.	Shri Meghanath Porob, awaiting posting	Secretary, Goa Konkani Academy.
4.	Smt. Upasana Mazgaonkar, Director, Institute of Provedoria	Director of Museum.
5.	Shri Shankar Gaonkar, Director (Administration), Sports Authority of Goa	Director (Administration), Water Resources Department.
6.	Ms. Biju Naik, Director (Administration), Water Resources Department	Secretary, Goa Human Rights Commission.
7.	Smt. Sangeeta S. Naik, Additional Collector-III, North Goa	Additional Director, Panchayat-II, South.
8.	Shri Pravin M. S. Barad, Secretary, Goa Konkani Academy with additional charge of Project Director, DRDA, South	Project Director, DRDA, South.
9.	Shri Rohit Ashok Kadam, Chief Officer, Margao Municipal Council	Chief Executive Officer, South Goa Zilla Panchayat.
10.	Smt. Florina S. Colaco, Additional Director of Panchayats-II, South	Chief Executive Officer, North Goa Zilla Panchayat.
11.	Shri Gaurish Shankhwalkar, Chief Executive Officer, North Goa Zilla Panchayat with additional charge of Joint Secretary to Governor	Joint Secretary to Governor.
12.	Shri Pundalik Khorjuenkar, Director of Museum	Additional Collector-III, North Goa.
13.	Shri Vinayak Volvoikar, Additional Director of Vigilance-II	Director, Institute of Provedoria.

Shri V. P. Dhangui, Additional Secretary to Chief Minister shall also hold the charge of Additional Secretary (Administrative Reforms), in addition to his own duties.

Smt. Maya Pednekar, Additional Director of Vigilance-I shall also hold the charge of Additional Director of Vigilance-II, in addition to her own duties.

The officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).
Porvorim, 30th September, 2022.

Order

No. 5/20/2022-PER/3331

Read: Memorandum No. 5/20/2022-PER dated 15-06-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/42(1)/2020/84 dated 11-05-2022, the Governor of Goa is pleased to appoint the following candidates as Junior Scale Officers of Goa Civil Service (Group "A" Gazetted) in Level 10 of the Pay Matrix with immediate effect:-

- 1) Shri Suyash Vinayak Sinai Khandeparkar.
- 2) Kum. Vrushika Premanand Kauthankar.
- 3) Shri Himanshu Rajesh Patnekar.
- 4) Kum. Deepti Dharma Gaonkar (OBC).
- 5) Shri Ishwar Madan Madkaikar (OBC).
- 6) Shri Omkar Amar Asolkar (OBC).
- 7) Shri Naresh Kushta Gaude (ST).

2. The above candidates have been declared medically fit by the Medical Board. Their character and antecedents have been verified.

3. The above candidates shall be on probation for a period of two years with effect from their date of joining, during which they shall undergo a departmental training and shall have to pass the Departmental Examination prescribed under the rules. They shall submit their Annual Assessment Report during the probation period.

4. The pay and allowances of the above candidates shall be debited to the Budget Head

controlled by the concerned Department wherever they are posted from time to time, or as per specific orders issued by Personnel Department.

5. The above candidates shall join their duties in the Personnel Department, within a period of fifteen days from the date of receipt of this order.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 4th October, 2022.

Corrigendum

No. 6/10/2017-PER/Part/3321

Read: Order No. 6/10/2017-PER/Part/3303 dated 30-09-2022.

In the order read in the preamble, the posting shown against the Officer at Sr. No. 9 shall be corrected to read as "Chief Executive Officer, North Goa Zilla Panchayat" instead of "Chief Executive Officer, South Goa Zilla Panchayat" and the posting against the Officer at Sr. No. 10 shall be corrected to read as "Chief Executive Officer, South Goa Zilla Panchayat" instead of "Chief Executive Officer, North Goa Zilla Panchayat".

The other contents shall remain unchanged.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).
Porvorim, 3rd October, 2022.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-31-25-88/GPSC/Part-I(B)/Vol-III/1513

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. COM/II/ /11/16(1)/2020/192 dated 05-08-2022, the Government is pleased to promote Smt. Vaishali S. Sawant (Diploma), Junior Engineer (Elect.) to the post of Assistant Engineer (Elect.), Group 'B' Gazetted in the Pay Matrix Level 7 on regular basis, with immediate effect.

2. The above promotion is subject to the decision of the Writ Petition Nos. 945/2017 filed by Junior

Engineer Association and 986/2018 filed by Shri Kapil Natekar before the Hon'ble High Court of Bombay at Goa.

3. The promotee Officer shall be on probation for a period of two years. On completion of probation period the above Officer shall submit her Annual Assessment Report of two years for lifting the probation period. She should exercise an option for fixation of pay under F.R-22(1) (a) (i) within one month from the date of promotion and shall be entitled for the pay in the promotional post of Assistant Engineer (Elect.) from the date she accepts the post.

4. On promotion, she shall be posted as Assistant Engineer, CSC, O/o the Chief Electrical Engineer, Electricity Department, Panjim.

5. This issues with the approval of the Government vide Inward No. 360 dated 16-08-2022.

By order and in the name of the Governor of Goa.

Stephen Fernandes, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 4th October, 2022.

Department of Public Health

Order

No. 45/3/2009-I/PHD/1186

Read: Memorandum No. 45/3/2009-I/PHD/683 dated 13-05-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(3)/2021/1773 dated 09-03-2022, Government is pleased to appoint Dr. Smita Shivanand Naik to the post of Junior Gynaecologist (Group "A" Gazetted) under Directorate of Health Services in the Level 10 of Pay Matrix [Pay Band-3 Rs.15600-39100 + Grade Pay Rs. 5400/- (pre-revised)].

Dr. Smita Shivanand Naik shall be on probation for a period of two years.

Dr. Smita Shivanand Naik has been declared medically fit by the Medical Board and that the character and antecedents has been verified by the District Magistrate, North Goa, Panaji vide letter No. 36/01/2022/VCA/MAG/270/12271 dated 20-09-2022 and it is revealed that there is nothing adverse reported against her.

Consequent upon her appointment, the above Doctor is posted at South Goa District Hospital, Margao.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 07th October, 2022.

Order

No. 22/4/2003-I/PHD/1191

Read: Memorandum No. 22/4/2003-I/PHD/917 dated 14-06-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(5)/2021/95 dated 16-05-2022, Government is pleased to appoint Dr. Geetanjali Vinayak Naik to the post of Junior Paediatrician (Group "A" Gazetted) under Directorate of Health Services in the Level 10 of Pay Matrix [Pay Band-3 Rs.15600-39100 + Grade Pay Rs. 5400/- (pre-revised)].

Dr. Geetanjali Vinayak Naik shall be on probation for a period of two years.

Dr. Geetanjali Vinayak Naik has been declared medically fit by the Medical Board and that the character and antecedents has been verified by the District Magistrate, North Goa, Panaji vide letter No. 36/01/2022/VCA/MAG/270/11616 dated 06-09-2022 and it is revealed that there is nothing adverse reported against her.

Consequent upon her appointment, the above Doctor is posted at Community Health Centre, Sankhali.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 07th October, 2022.

Department of Revenue

Order

No. 35/03/08/2021-RD/1181

In exercise of the powers conferred by Clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899) as in force in the State of Goa, the Government of Goa hereby pleased to exempt Stamp Duty amounting to Rs. 5,00,000/- (Rupees Five lakhs only) payable by the Pilar

Seminary Society, Pilar-Goa, for acquisition of property for the purpose of expanding the existing educational facility, on transfer of land by way of Deed of Sale admeasuring an area of 23,321 sq. mts. in survey No. 32/1-A in Village Goa Velha, Tiswadi Taluka.

This issues with the concurrence of Finance (R&C) Department vide their U. O. No. 1527 dated 12-09-2022.

By order and in the name of the Governor of Goa.

Sandeep Gawde, Under Secretary (Revenue-I).

Porvorim, 6th October, 2022.

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Department of Science, Technology & Waste Management

Order

No. 267-10-2017/STE-DIR/736

Sanction of the Government is hereby conveyed for one time Pattern of Assistance to the tune of Rs. 10,00,00,000/- (Rupees ten crores only) as Grant in Aid to the Goa Waste Management Corporation (GWMC), towards development of Waste to Art Park and other installations in the State of Goa.

- i) The above grants shall be released to Goa Waste Management Corporation towards amount earmarked and released as special assistance by the Central Government, to develop a Waste to Art Park in the State, as part of celebrations of Goa's 60th year of liberation.
- ii) The above grants shall be utilised by the Goa Waste Management Corporation only for the purpose of development and setting up of a Waste to Art Park and other installation in the State of Goa, as approved by the Government.
- iii) The grants shall be disbursed in single instalment to the Goa Waste Management Corporation, Saligao, Bardez-Goa.
- iv) The entire amount of the grants should be utilised by end of subsequent financial year following the year in which grants are released and only for the purpose for which it is sanctioned. Any portion of the grant, which is not ultimately required, will be refunded to the Government. After utilising/refunding the above sanctioned amount, an Utilisation Certificate should be furnished to the sanctioning authority as required under FORM No. 12-C of GFR, 2017.
- v) The equipments purchased with the aid of the grant will vest with the Government. The Grantee shall maintain a register of the permanent and semi permanent assets created out of the grants. The register shall be maintained separately in respect of the grants sanctioned and an extract from the register shall be furnished to the Government with the audited accounts after the close of the financial year. Register shall be maintained in terms of Form GFR-40 and GFR-41. Such assets shall not be disposed off, encumbered or utilised for purpose other than those for which the grant was given, without prior approval of the Government. Should the Grantee organisation ceases to exist at any time, such assets/properties shall revert to the Government.
- vi) The account of the Grantee in respect of this grant should be audited by the Government approved Auditor/Chartered Accountant concerned immediately after the end of the subsequent financial year in which grants are released. The accounts of this grants shall be maintained separately and properly from its normal activities and submitted as and when required. They shall be open to test check by the Comptroller and Auditor General of India at his discretion.
- vii) The audited statement of accounts showing the expenditure incurred by the Grantee from the grants should be furnished to the Government as soon as possible after the close of the subsequent financial year, in which the grant were released, together with a certificate from the Auditor to the effect that the grant was utilised for the purpose for which it was sanctioned.
- viii) A performance-cum-achievement report specifying in detail the achievements made by the Grantee with the Government grants/ /amount sanctioned should be furnished to the concerned Department as soon as possible.
- ix) No grant shall be allowed to be paid to any other institution/voluntary organisation out of this grant sanctioned by the Government.
- x) The Grantee must exercise reasonable economy, observe all financial rules, as issued by the Government from time to time, while incurring the expenditure.

- xi) In case of misutilisation of grants, the amount so misutilised shall be recovered from the Grantee.
- xii) The amount remaining unspent, out of this grant, shall be refunded back to the Government Treasury by Challan within 03 (three) months from the close of subsequent financial year, in which grants are released.
- xiii) The amount shall be drawn from the Directorate of Accounts on presentation of the bill in Form GAR-32 duly countersigned by the Drawing and Disbursing Officer of concerned Department.
- xiv) The Pattern of Assistance to release the grant-in-aid has been approved by the Finance Department under U.O. No. 1400088217 dated 06-09-2022.
- xv) The Pattern of Assistance shall be valid for a period of 01 year i.e. 2022-23 only.

By order and in the name of the Governor of Goa.

Dr. Levinson J. Martins, Director (S&T & WM)/
/ex officio Joint Secretary.

Porvorim, 4th October, 2022.

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Department of Social Welfare
Directorate of Social Welfare

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Addendum

No. 50-300-2014-15-HC/3553

Read: Notification No. 50-300-2014-15-HC/1628 dated 02-08-2021.

The following para has been added to the above referred order:

5. For Multiple Disabilities:-

(i) The Medical Superintendent or any other equivalent authority, Institute of Psychiatry and Human Behavior, Bambolim-Goa as notified by the State Government — Chairperson.

(ii) Specialists required for assessing the disabilities, as per the requirement of respective guidelines, as notified by Directorate of Social Welfare, Government of Goa issued for IPHB vide notification dated 50-300-2014-15-HC/1628 dated 02-08-2021.

The remaining content of the above referred Notification is unchanged.

This notification shall come into force on the date of its publication in Official Gazette.

By order and in the name of the Governor of Goa.

Sandhya Kamat, Director (Social Welfare) & ex officio Addl. Secretary (SW).

Panaji, 6th October, 2022.

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Department of Tribal Welfare
Directorate of Tribal Welfare

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Order

No. DTW/AD(N)/ECSC/2020-21/CSS-127/3119

Government is pleased to constitute an Executive Committee under the Chairmanship of the Chief Secretary to review the progress made in the process of development of the content and the civil structure of the Tribal Museum of Freedom Fighters of the Tribal Communities at Ponda.

The Executive Committee shall consists of the following members, namely:-

- | | |
|---|---------------------|
| 1. Chief Secretary | — Chairman. |
| 2. Secretary (Tribal Welfare) | — Member. |
| 3. Secretary (Tourism) | — Member. |
| 4. Secretary (Museums) | — Member. |
| 5. Addl. Secretary (Finance) | — Member. |
| 6. Managing Director, GTDC | — Member. |
| 7. Managing Director, GSSTFDL | — Member. |
| 8. Principal Chief Engineer, PWD | — Member. |
| 9. Director, Dept. of Tourism | — Member. |
| 10. Director, Directorate of Panchayat | — Member. |
| 11. Director, Museums | — Member. |
| 12. Director, Archives & Archeology | — Member. |
| 13. Director, Directorate of Tribal Welfare | — Member. |
| 14. Director, Tribal Research Institute | — Member Secretary. |

The Committee shall perform the following functions:

1. To review the progress made in the construction of the Museum.
2. To address the difficulties faced during the construction of the Museum.
3. To monitor the work of the consultants appointed for the setting up of museums.

4. To finalize the content development and curation.

This order is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

Triveni Velip, Director (Tribal Welfare).

Panaji, 3rd October, 2022.

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Department of Town & Country Planning
Office of the Chief Town Planner (Adm.)

—
Order

No. 17/01/TCP-UD/2015-16/Part/1622

Government is pleased to transfer the following officers, in public interest with immediate effect as shown in the table below:

Sr. No.	Name & Designation	Present posting	Proposed posting
1	2	3	4
1.	Shri Vinod Kumar, Town Planner	Member Secretary, SGPDA	Town & Country Planning Dept. (HQ), Panaji.
2.	Shri Shaikh Ali Ahmed	Dy. Town Planner, NGPDA	Member Secretary, SGPDA.

By order and in the name of the Governor of Goa.

James Mathew, Chief Town Planner (Admn.)/ex officio Jt. Secretary.

Panaji, 6th October, 2022.

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